

CITY OF CORAL SPRINGS, FLORIDA
CITY COMMISSION REGULAR MEETING

REVISED AGENDA
9/12/24 11:06 AM

Thursday, September 12, 2024
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road
Coral Springs, FL 33065

Call to Order

Roll Call

Moment of Silence

Pledge of Allegiance

Hudson Thalenfeld, Country Hills Elementary, 3rd Grade
Kensington Grogan, Ramblewood Elementary, 2nd Grade

Recognitions/Proclamations/Presentations

1. **Presentation, Broward County Property Appraiser Marty Kiar (Marty Kiar)**
2. **Proclamation, National Good Neighbor Day (Tracey-Ann Anthony)**
Request that the City Commission proclaim September 28, 2024 as "Good Neighbor Day" in the City of Coral Springs.
3. **Recognition, Linda Weisberg (Chief John Whalen)**
Request that the City Commission recognize Linda Weisberg for her actions to save the life of a child who had fallen in a swimming pool.
4. **National Crime and Intelligence Analyst Appreciation Day 2024 - September 20, 2024 (Chief Brad McKeone)**
Request that the City Commission recognize Senior Crime Analyst Amanda Sinatra, Crime Analyst Taylor Markevitch, Intelligence Analyst Tiffany Daniels, Real Time Crime Center Coordinator Bea Slone, Real Time Crime Center Technician Mackenzie Chapman and Real Time Crime Center Technician Elena Rodriguez.
5. **Recognition, Marcy Flam (April Wyche)**
Request that the City Commission recognize Marcy Flam for 17 years of dedicated service at Coral Springs Middle School.
6. **Proclamation, Hunger Action Month (Commissioner Bowen)**
Request that the City Commission proclaim September 2024 as "Hunger Action Month" in the City of Coral Springs.

7. Recognition, John Nista (Vice Mayor Cerra)

Request that the City Commission recognize John Nista for 43 years of dedicated service leading the band program at Ramblewood Middle School.

Public Comment

Public Hearings/Special Meeting Announcements

8. Ordinance 2024-115, First Reading, Amending the Economic Development Incentive Program (Kristi Bartlett)

Request to hold a public hearing and approve the first reading of Ordinance 2024-115, amending the Economic Development Incentive Program, and set second reading to September 18, 2024.

Funding Source: Approved Operating Budget.

Strategic Goal: A Thriving, Resilient Business Community.

(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

9. Ordinance 2024-116, First Reading, Amending the Land Development Code to Increase Sewerage Service Rates and Water Rates (Kim Moskowitz)

Request to hold public hearing and approve the first reading of Ordinance 2024-116, amending the Land Development Code to increase sewerage service rates and water rates, and to set second reading to September 18, 2024.

Funding Source: Not Applicable.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

Consent

10. Minutes Approval (Georgia Elliott)

Request to approve the City Commission meeting summaries of August 28, 2024 Regular Meeting and August 28, 2024 Retreat.

(REQUEST TO APPROVE)

11. Professional Architecture and Engineering Design Services for Coral Springs Museum of Art Relocation (Julie Krolak)

Request to award LOI #24-B-066 Professional Architecture and Engineering Design Services for Coral Springs Museum of Art Relocation to **Wannemacher Jensen Architects, Inc.** of Saint Petersburg, Florida in the amount of \$303,040; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to \$75,000.

Funding Source: Approved Capital Budget.

Strategic Goal: A Family-Friendly Community.

(REQUEST TO AWARD, AUTHORIZE)

12. Resolution 2024-036, Public Emergency Medical Transportation Letter of Agreement (Chief John Whalen)

Request to authorize the Coral Springs Fire Department to participate in intergovernmental transfers with the State of Florida Agency for Health Care Administration and the supplemental payment program for Medicaid Managed Care Patients, authorizing the appropriate city officials to execute all requirement agreements or documents to participate in intergovernmental transfers with the State of Florida Agency for Health Care Administration and the supplemental payment program for Medicaid Managed Care Patients.

Funding Source: Approved Operating Budget.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE, AUTHORIZE)

13. Resolution 2024-044, Approving Bill of Sale for Site Improvements at Coral Springs Waste Transfer Station (John Norris)

Request to approve Resolution 2024-044, approving bill of sale for site improvements on the Coral Springs Waste Transfer Station property located at 12600 Wiles Road, Coral Springs, from FOF Coral Springs Owner, LLC, successor in interest to Sawgrass Development Partners, LLC to the City of Coral Springs.

Funding Source: Not Applicable.

Strategic Goal: Not Applicable.

(REQUEST TO APPROVE)

14. Fixed and Mobile License Plate Readers (Chief Brad McKeone)*

Request to approve the amendment for Fixed and Mobile License Plate Readers to **Flock Group, Inc.** of Atlanta, Georgia from September 12, 2024 to December 5, 2026 with the option to renew for one (1) additional two (2) year term. The estimated annual expenditure is \$240,000.

Funding Source: Approved UASI, ARPA, and Operating Budget.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO APPROVE)

15. Broward Education Foundation, Inc. for Kreul Classic (Robert Hunter)

Request to approve the Agreement with **Broward Education Foundation, Inc.** of Fort Lauderdale, Florida, for the Kreul Classic National High School Basketball Tournament from September 12, 2024 through September 11, 2026 with an option to renew for two (2) additional three (3) year terms for a cumulative total of eight (8) years. Request to authorize the Purchasing Manager to approve all renewals. The estimated annual expenditure is \$15,000.

Funding Source: Approved Operating Budget.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO AWARD, AUTHORIZE)

16. Basketball Instructor Services Program (Robert Hunter)

Request to amend the contract for the Basketball Instructor Services Program, Contract No.18-G-108IN, awarded to **Triple Threat Basketball Training, Inc.** of Coral Springs, Florida, increasing the estimated annual expenditure from \$20,000 to \$100,000 from October 1, 2023 through September 30, 2024. The estimated annual expenditure is \$100,000.

Funding Source: Approved Operating Budget.

Strategic Goal: An Active, Healthy Community.

(REQUEST TO AMEND)

17. Basketball Instructor Services Program (Robert Hunter)

Request to award Contract No. 24-G-340IN to **Triple Threat Basketball Training, Inc.** of Coral Springs, Florida, as an exempt professional service as per Procurement Policy (Sec 2-305.1(4)(g) from October 1, 2024 through September 30, 2026 with an option to renew for two (2) additional two (2) year terms for a total of six (6) years; and to authorize the Purchasing Manager to approve all renewals. The estimated annual expenditure is \$110,000.

Funding Source: Approved Operating Budget.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO AWARD, AUTHORIZE)

18. **Sports Lighting Solutions with Related Technology, Equipment, and Services (Robert Hunter)**
Request to award Contract No. 24-G-345M for Sports Lighting Solutions with Related Technology, Equipment, and Services utilizing Sourcewell, RFP #041123, to authorized dealer, **Camp Electric Company, Inc.** of Rutherfordton, North Carolina in the amount of \$378,400 and authorize the Purchasing Manager to approve change orders within the authorized threshold.
Funding Source: Approved Capital Budget and The Energy Efficiency and Conservation Block Grant (EECBG).
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)
19. **Proclamation, National I.T. Professionals Day (Stephen Dyer)**
Request that the City Commission proclaim September 17, 2024 as "National I.T. Professionals Day" in the City of Coral Springs.
(REQUEST TO PROCLAIM)
20. **Workers' Compensation Claims Management Services (John Hearn)**
Request to renew the contract for Workers' Compensation Claims Management Services, RFP 22- A-210 to **Davies Claims North America, Inc.** of Lakewood Ranch, Florida beginning October 1, 2024 through September 30, 2026 with the option to renew for one (1) additional two (2) year term; and to authorize the Purchasing Manager to execute and approve the final renewal. The estimated annual expenditure for these services will be to \$134,226. Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW, AUTHORIZE)

Policy Formation and Direction

21. **Resolution 2024-035, Adopting Water and Sewer Impact Fees (John Norris)**
Request to approve and adopt Resolution 2024-035, adopting non-residential and residential water and wastewater facility impact fees, effective January 1, 2025.
Funding Source: Water and Sewer Fund.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE, ADOPT)
22. **Technology Related Items and Services (Stephen Dyer)****
Request to award contract 24-H-291M for Technology Related Items and Services utilizing Sourcewell Contract RFP# 121923 to **CDW Government, LLC** of Vernon Hills, Illinois from date of award through February 27, 2028 with the option to renew for three (3) additional one (1) year terms. The estimated annual expenditure is \$2,000,000.
Funding Source: Approved Capital and Approved Operating Budgets.
Strategic Goal: Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD)
23. **Memorandum of Agreement Urban Area Security Initiative FY 2023 (Chris Swinson)**
Request to approve and authorize the City of Coral Springs to enter into the 2023 Urban Area Security Initiative (UASI) Memorandum of agreement with the City of Miami, sponsoring agency of the Miami Urban Area, a \$14,012,500 Grant in which \$320,000 has been allocated to the City of Coral Springs. The projects submitted to UASI will involve purchasing equipment for our Real Time Crime Center - Edge Recorders with licenses, Fire Department Multi-Discipline Training Prop (Technical Rescue Teams) and Emergency Operations Center

upgrades; and to authorize the City Manager or his designee to execute the agreements. The term of the agreement is through March 30, 2025.

Funding Source: Not Applicable.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO APPROVE, AUTHORIZE)

24. Property and Casualty Insurance (John Hearn)

Request to award the contract for Property and Casualty Insurance with **Florida Municipal Insurance Trust (Florida League of Cities, Inc.)** as an exempt service beginning October 1, 2024 through September 30, 2025. The annual premium for fiscal year 2024-2025 is \$4,474,845 with allowance for a 5% margin increase if necessary.

Funding Source: Approved Operating Budget.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO AWARD)

Commission Communications

City Manager's Communication

City Attorney's Communication

Adjournment

Next Regular Meeting: Wednesday, September 18, 2024, 6:30 PM.

If a person decides to appeal any decision made by the City Commission with respect to these matters, individual(s) must ensure that verbatim record of the proceedings is made. The record should include the testimony and evidence upon which the appeal is to be based.

Persons with disabilities who need an accommodation to participate in this proceeding should contact the City Clerk's Office at 954-344-1065 at least three (3) days in advance. If you are hearing or speech impaired, you may contact the Office of the City Clerk through the Florida Relay Service, 711.

Public Comment (Coral Springs Municipal Code, Chapter 2, Article I, Sec. 2-2):

The City Commission of the City of Coral Springs, at each regularly scheduled meeting (first and third Wednesdays), shall entertain public comment. Anyone desiring to address the City Commission must submit a written request to the City Clerk. Public comments will be held in the priority order in which they are received. Each request shall succinctly detail the matter to be brought before the City Commission; shall contain the address and phone number where the speaker can be reached if the need arises; and shall be dated and signed.

Items on the agenda which are not designed as Public Hearings must be discussed during the public comment period. Waiver of rules. By majority vote, the City Commission may invite public discussion on any agenda item and thereby waive the proscriptions otherwise outlined in this section.

Decorum to be maintained. In every case where a speaker is recognized by the Mayor to discuss an agenda item, speaker shall step to the podium, state their name and address for the benefit of the City Clerk, and identify any group or organization speaker represents. Speaker shall then succinctly state their position regarding the item before the City Commission. Order shall be maintained at each City Commission meeting and the Mayor is hereby empowered to order from the room anyone who refuses to comply with the rules and regulations outlined in this section. The Police Chief or his authorized agent in attendance at the meeting shall carry out the order of the Mayor in this regard.

Time limit on discussion. Subject to waiver rule contained within this section, public discussion by individual speakers shall be limited to three (3) minutes at the public comment period.

- * Item 14: Revised Summary Sheet added.
- ** Item 22: Revised Summary Sheet added; Revised CDW Government Agreement added.

Summary Sheet

Agenda Item:

Meeting Date: September 12,
2024

Subject: .

Requested Action: Hudson Thalenfeld, Country Hills Elementary, 3rd Grade
Kensington Grogan, Ramblewood Elementary, 2nd Grade

Placement: Pledge of Allegiance

Summary Sheet

Agenda Item: 1.

Meeting Date: September 12,
2024

Subject: Presentation, Broward County Property Appraiser Marty Kiar (Marty Kiar)

Placement: Recognitions/Proclamations/Presentations

Presenting: Marty Kiar

Summary Sheet

Agenda Item: 2.

Meeting Date: September 12,
2024

Subject:

Proclamation, National Good Neighbor Day (Tracey-Ann Anthony)

Requested Action:

Request that the City Commission proclaim September 28, 2024 as “Good Neighbor Day” in the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Attachments: [Summary Sheet](#)
[National Good Neighbor Day Proclamation](#)

Requested By: Vice Mayor Cerra

Presenting: Tracey-Ann Anthony

Accepting: Julie Krolak, Director of Development Services

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: September 12, 2024
Department: Development Services/
Community Development
Initiated By: Tracey-Ann Anthony
DOC ID: 2118



SUBJECT: Proclamation, National Good Neighbor Day

PLACEMENT: Recognitions/Proclamations/Presentations

REQUESTED ACTION: Request the City Commission proclaim September 28, 2024, as "Good Neighbor Day" in the City of Coral Springs. (REQUEST TO PROCLAIM)

PRESENTING: Sean Cerra, Vice Mayor
City of Coral Springs

ACCEPTING: Julie Krolak, Director of Development Services

BACKGROUND:

Good Neighbor Day was first introduced in 1970 by Becky Mattson of Lakeside, Montana to encourage strong leaders, and caring and connected communities. In 1978, President Jimmy Carter issued Proclamation 4601 marking National Good Neighbor Day in September. In 2003, the U.S. Senate passed a resolution establishing September 28th as Good Neighbor Day.

The City of Coral Springs has a strong sense of community. Therefore, the Neighborhoods with Integrity committee continues to partner with residents and businesses to develop community-driven projects that stimulate pride and enhance relationships. The City celebrates Good Neighbor Day annually on September 28th to encourage activities and acts of kindness throughout our neighborhoods.

ATTACHMENTS:

Proclamation



National Good Neighbor Day Proclamation

City of Coral Springs 2024

WHEREAS, recent research shows less than 40 percent of Americans know the names of any of their neighbors. Many Americans suffer from a lack of personal relationships, which leads to isolation, depression and anger.

WHEREAS, research also shows that knowing your neighbors helps to create a neighborhood that is safe, friendly, and clean, with safer streets, reduced loneliness, and increased quality of life; and

WHEREAS, the noblest human concern is a concern for others; and the concern leads to the understanding, love, and respect that builds cohesive families and communities; and

WHEREAS, we are created for social connections, and this sense of community is nurtured and expressed in our neighborhoods where we give each other an opportunity to share and feel part of a larger family.

WHEREAS, developing neighbor relationships can inspire local leaders, aid in community decision making, improve emergency preparedness and create more inclusive communities; and

WHEREAS, neighboring is an opportunity to be thankful for those living nearest us. Good neighbors help to create good neighborhoods and vibrant communities; and

WHEREAS, being a kind and engaged neighbor can bring out the best in all of us.

To have good neighbors, you must first be a good neighbor yourself. If you want a friendlier neighborhood or community, you begin by being the change you want; and

NOW, THEREFORE, BE IT RESOLVED THAT, The City of Coral Springs proclaims September 28, 2024, Good Neighbor Day and encourages residents and businesses to join us in observing the day with activities and acts of kindness throughout our neighborhoods through September 28th.

Summary Sheet

Agenda Item: 3.

Meeting Date: September 12,
2024

Subject: Recognition, Linda Weisberg (Chief John Whalen)

Requested Action: Request that the City Commission recognize Linda Weisberg for her actions to save the life of a child who had fallen in a swimming pool.

Placement: Recognitions/Proclamations/Presentations

Attachments: [2024 - Email from Lisa Cox](#)

Background / Description: On June 2, 2024, Linda Weisberg was attending a birthday party in Coral Springs when she heard the screams of a neighbor who had found her 3-year-old son face down in the swimming pool. Ms. Weisberg jumped the fence, ran over, and began performing CPR until EMS arrived. Her quick actions allowed the child to receive lifesaving compressions immediately, undoubtedly contributing to the positive outcome of a potentially tragic incident. When EMS arrived, the child was conscious and breathing, and was discharged from the hospital after routine examination and care.

Requested By: Mayor Brook

Presenting: Mayor Scott Brook, Fire Chief John Whalen

Accepting: Linda Weisberg

Dear Mayor Brook,

I hope this letter finds you well. I am writing to bring to your attention an extraordinary act of heroism by one of my former students, Linda Weisberg, which deserves recognition and appreciation.

On June 2, 2024, at approximately 5:30 PM, Linda Weisberg was attending a birthday party in Coral Springs when she heard a distressing scream coming from a neighboring house. Without hesitation, Linda jumped the fence, rushed to the scene, and discovered a mother pulling her unconscious little girl out of the pool. Understanding the urgency of the situation, Linda immediately initiated CPR, tirelessly performing chest compressions and providing rescue breaths for what seemed like an eternity until the child threw up a lot of water and began to breathe again.

Witnesses described Linda's actions as nothing short of heroic. Despite the pressure and intensity of the moment, Linda remained calm and focused, displaying both skill and determination in administering life-saving measures. Her quick thinking and selfless courage undoubtedly played a crucial role in saving the child's life. First responders arrived on the scene and took over from there, but Linda saved this little girl's life.

It is worth noting that Linda was scheduled to leave the party thirty minutes before the incident occurred. However, she chose to stay a bit longer to enjoy the company of family and friends. This decision proved pivotal, as it placed her in the right place at the right time to intervene effectively and prevent a tragedy.

Mayor Brook, Linda Weisberg's actions exemplify the spirit of compassion and bravery; she is indeed a hero. I urge you to consider honoring Linda publicly for her heroic act, as she inspires us all.

Thank you for taking the time to read this email. I appreciate your attention to this matter and look forward to any steps the city may take to recognize Linda's exceptional bravery.

Sincerely,

Lisa Cox

PS-Linda was my student quite a few years ago when I taught at Cooper City High School. She always had a heart of gold! I learned about this incident from Linda's mother, Lillian Weisberg, a retired educator. Lillian witnessed this incident and shared how proud she was of Linda for saving this little girl's life. We are all so thankful that Linda was in the right spot when she was desperately needed to save this child's life.

Summary Sheet

Agenda Item: 4.

Meeting Date: September 12,
2024

Subject: National Crime and Intelligence Analyst Appreciation Day 2024 - September 20, 2024 (Chief Brad McKeone)

Requested Action: Request that the City Commission recognize Senior Crime Analyst Amanda Sinatra, Crime Analyst Taylor Markevitch, Intelligence Analyst Tiffany Daniels, Real Time Crime Center Coordinator Bea Slone, Real Time Crime Center Technician Mackenzie Chapman and Real Time Crime Center Technician Elena Rodriguez.

Placement: Recognitions/Proclamations/Presentations

Background / Description:

National Crime and Intelligence Analyst Appreciation Day September 20, 2024

On this National Crime and Intelligence Analyst Appreciation Day, we extend our deepest gratitude to our exceptional crime analysts. This annual observance shines a spotlight on the critical role they play in law enforcement and public safety. Crime analysts are the unsung heroes behind the scenes, whose diligent work and sharp minds provide the backbone of our efforts to combat crime. Their expertise in gathering, analyzing, and interpreting vast amounts of data is indispensable. They meticulously identify crime patterns, trends, and hotspots, turning raw data into actionable intelligence. This intelligence guides our law enforcement officers in making informed decisions, prioritizing resources, and strategizing effective interventions. Their ability to forecast potential criminal activities and uncover hidden connections between seemingly unrelated incidents helps prevent crime before it happens. By providing timely and accurate information, they enhance the efficiency and effectiveness of our operations, ultimately making our communities safer. Their contributions extend beyond the immediate realm of crime prevention and detection. They support investigations with keen analytical skills, piecing together clues that lead to the apprehension of suspects and the resolution of cases. Their work often requires them to stay updated with the latest technological advancements and analytical techniques, ensuring that our department remains at the forefront of crime-fighting innovation. Moreover, their collaboration with other agencies and departments fosters a comprehensive approach to public safety. By sharing insights and intelligence, they help build a cohesive network that strengthens our collective ability to address and mitigate criminal activities.

Today, we celebrate them and the vital role they play in our mission to protect and serve. Their dedication, professionalism, and unwavering commitment to excellence are truly commendable. Thank you for your invaluable contributions, your relentless pursuit of justice, and the profound impact you have on law enforcement and community safety.

Requested By: Mayor Brook

Presenting: Bradley McKeone

Accepting: Senior Crime Analyst Amanda Sinatra, Crime Analyst Taylor Markevitch, Intelligence Analyst Tiffany Daniels, Real Time Crime Center Coordinator Bea Slone, Real Time Crime Center Technician Mackenzie Chapman and Real Time Crime Center Technician Elena Rodriguez.

Summary Sheet

Agenda Item: 5.

Meeting Date: September 12,
2024

Subject: Recognition, Marcy Flam (April Wyche)

Requested Action: Request that the City Commission recognize Marcy Flam for 17 years of dedicated service at Coral Springs Middle School.

Placement: Recognitions/Proclamations/Presentations

Background / Description: Ms. Flam has worked as an educator for 39 years and served at Coral Springs Middle School for 17 years. She retired from Broward County Public Schools on August 3, 2024.

Requested By: Staff

Presenting: April Wyche

Accepting: Marcy Flam, Teacher
Coral Springs Middle School

Summary Sheet

Agenda Item: 6.

Meeting Date: September 12,
2024

Subject: Proclamation, Hunger Action Month (Commissioner Bowen)

Requested Action: Request that the City Commission proclaim September 2024 as “Hunger Action Month” in the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Background / Description: In a country that wastes billions of pounds of food each year, it is almost shocking that anyone in America goes hungry. Yet every day, there are millions of children and adults who do not get the meals they need to thrive. Feeding America works to get nourishing food from farmers, manufacturers, and retailers to people in need. At the same time, they also seek to help the people they serve to build a path to a brighter, food-secure future.

September is Hunger Action Month, an initiative created by Feeding America, the nation’s largest domestic hunger-relief organization, to help raise awareness about the issue of hunger in the United States and in local communities. Hunger and poverty are issues of grave concern, it is therefore critical we take action to break the cycle of hunger and poverty and address the root causes of hunger.

Feeding South Florida, the local Feeding America food bank, is the leading domestic hunger relief organization serving Palm Beach, Broward, Miami-Dade, and Monroe Counties, serving 25% of the state’s food insecure population.

Hunger Action Month is a time when people all over America stand against hunger. You can take action this month and throughout the year, by sharing, volunteering, pledging to advocate, fundraising and donating. Together with individuals, charities, businesses, and government we can end hunger.

During September’s Hunger Action Month, join us in thanking our hardworking food bank staff and volunteers serving on the frontlines every day to help feed America.

Requested By: Commissioner Bowen

Presenting: Commissioner Bowen

Accepting: Michael Wilson, Agency Relations Manager
Feeding South Florida – Broward County

Summary Sheet

Agenda Item: 7.

Meeting Date: September 12,
2024

Subject: Recognition, John Nista (Vice Mayor Cerra)

Requested Action: Request that the City Commission recognize John Nista for 43 years of dedicated service leading the band program at Ramblewood Middle School.

Placement: Recognitions/Proclamations/Presentations

Background / Description: Ramblewood Middle School Band Director, John Nista has led the band program at Ramblewood for 43 years. Earlier this year, the Ramblewood Middle School community surprised retiring Band Director John Nista with a special concert at the Coral Springs Center for the Arts. Alumni and colleagues came together for a night of music and memories to honor his 43 years of dedication and impact.

Under Nista's guidance, the Ramblewood Middle School Band amassed numerous awards and accolades for 28 years, with many alums continuing their musical journeys in high school and college bands. This year, seven Ramblewood band students qualified for the All-State Middle School Band, the most in the school's history. During Nista's time at the school, at least one Ramblewood band student made All-State yearly.

In November 2024, Nista will be inducted into the Florida Bandmasters Hall of Fame. This is one of the highest honors in the music education world. He joins the ranks of the most renowned and distinguished band directors in the State of Florida honoring outstanding musicians and educators who have made exceptional contributions to the advancement of bands and band music in the state of Florida.

Requested By: Vice Mayor Cerra

Presenting: Vice Mayor Cerra

Accepting: John Nista, Band Director
Ramblewood Middle School

Summary Sheet

Agenda Item: 8.

Meeting Date: September 12, 2024

Subject: Ordinance 2024-115, First Reading, Amending the Economic Development Incentive Program (Kristi Bartlett)

Requested Action: Request to hold a public hearing and approve the first reading of Ordinance 2024-115, amending the Economic Development Incentive Program, and set second reading to September 18, 2024.

Funding Source: Approved Operating Budget.

Strategic Goal: A Thriving, Resilient Business Community.

(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

Funding Source: Approved Operating Budget

Placement: Public Hearings/Special Meeting Announcements

Attachments: [Ordinance 2024-115](#)
[Business Impact Estimate](#)

Background / Description: The City of Coral Springs adopted an Economic Development Strategic Plan in December 2019. A component of that plan included exploring the adoption of local incentives to address functionally obsolete buildings and development/redevelopment opportunities. The City Commission adopted a pilot program in January 2021 and adopted a permanent program in December 2021. Staff would like to expand the program to address additional redevelopment opportunities. The proposed amendments are the following:

Modification to the Building Exterior Improvement Program:

- (1) Removal of the word "Building" so that it is now the Exterior Improvement Program.
- (2) Eligibility expanded to include tenant storefronts within the inside of a building.
- (3) Addition to language to clarify that the program is not intended for routine maintenance and must include multiple components.

Creation of a Demolition Assistance Program:

- (1) Demolition removes substandard or unsafe structures and blight. Demolition can remove an oversupply of unmarketable buildings and prepares properties for reinvestment.
- (2) Eligibility: The Demolition Assistance Program grants are available to owners and developers for future development of office, manufacturing, retail and industrial businesses, and must be tied to an overall plan for property redevelopment.
- (3) Program Incentives: The Demolition Assistance Program is a grant that reimburses up to 50 percent of total eligible costs associated with demolition made to commercial, office, manufacturing, retail, industrial businesses and industrial properties up to a maximum of \$100,000 per project. The grant is paid to the developer or owner, as a reimbursement, after the demolition and after the first building permit for the redevelopment project is issued.
- (4) Eligible Improvements: The Demolition Assistance Program includes complete or partial demolition of building structures, surface and garage parking, sidewalks, lighting, landscaping, walls or other site structures required to be removed from the site that conflicts with the redevelopment of the site. If applicable, properties that are required by code compliance for demolition must meet criteria for

abatement of the unsafe condition, repair and rehabilitation. Business owners and developers receiving the Demolition Assistance Program grant funds must be in compliance with all existing city, state, and federal building codes and regulations and permitting requirements as a prerequisite to the receipt of funds.

Presenting: Kristi Bartlett

ORDINANCE NO. 2024-115

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA AMENDING CHAPTER 12 “ECONOMIC DEVELOPMENT,” ARTICLE 1, “DEVELOPMENT/REDEVELOPMENT INCENTIVES PROGRAMS” OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December of 2019, the City Commission adopted an Economic Development Strategic Plan (the “Plan”) which included a component to explore the adoption of local incentives to address functionally obsolete buildings and development/redevelopment opportunities; and

WHEREAS, accordingly, by and through Ordinance 2020-126, the City Commission established economic/redevelopment incentives pilot programs; and

WHEREAS, by and through Ordinance 2021-125, the City Commission changed the pilot programs to permanent Development/Redevelopment Incentives Programs (the “Programs”) in order to meet the objectives of the Plan; and

WHEREAS, City staff has now recommended that a demolition assistance program be included in the Programs as demolition of substandard and unsafe structures can remove an oversupply of unmarketable buildings and prepare properties for reinvestment throughout the City; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. Section 1205 of the Land Development Code of the City of Coral Springs is hereby amended to read as follows:

Sec. 1205. ~~Building~~ Exterior improvement program.

- (1) The ~~Building~~ Exterior Improvement Program provides reimbursement of up to fifty percent (50%) of an Applicant's Eligible Costs associated with comprehensive fixed capital improvements to the exterior of the property, or tenant storefronts within the inside of a building, for Eligible Projects up to a maximum program incentive of fifty thousand dollars (\$50,000.00). ~~Building~~ Exterior Improvement Program funds are only awarded to Applicant upon the completion of the eligible project and the provision of all necessary documentation to the City.
- (2) Eligible Projects for purposes of the ~~Building~~ Exterior Improvement Program shall be limited to office, retail, manufacturing, or industrial uses.
- (3) Eligible Costs for purposes of the ~~Building~~ Exterior Improvement Program shall include hard costs relating to comprehensive exterior renovations of existing office, retail, manufacturing or industrial storefronts or buildings. This includes significant repair and improvement of exterior or storefront building components such as improvements to any fixed exterior modules of the building structure or storefronts including structural repair, concrete restoration, plumbing and electrical work, roof replacement or repair, impact-resistant windows and doors, walls and wall finishes and LED or solar improvements. Projects receiving ~~Building~~ Exterior Improvement Program grant funds must be in compliance with all existing city, state, and federal building codes and regulations and permitting requirements as a prerequisite to the receipt of funds.
- (4) The program is not intended for routine maintenance and must include multiple components.

SECTION 3. Section 1206 of the Land Development Code of the City of Coral Springs shall hereby be created to read as follows:

Sec. 1206. Demolition Assistance Program

- (1) Demolition removes substandard or unsafe structures and blight. Demolition can remove an oversupply of unmarketable buildings and prepares properties for reinvestment.
- (2) Eligibility: The Demolition Assistance Program grants are available to owners and developers for future development of office, manufacturing, retail and industrial businesses, and must be tied to an overall plan for property redevelopment.
- (3) Program Incentives: The Demolition Assistance Program is a grant that reimburses up to 50 percent of total eligible costs associated with demolition made to commercial, office, manufacturing, retail, industrial businesses and industrial properties up to a maximum of \$100,000 per project. The grant is paid to the developer or owner, as a reimbursement, after the demolition and after the first building permit for the redevelopment project is issued.
- (4) Eligible Improvements: The Demolition Assistance Program includes complete or partial demolition of building structures, surface and garage parking, sidewalks, lighting, landscaping,

walls or other site structures required to be removed from the site that conflicts with the redevelopment of the site. If applicable, properties that are required by code compliance for demolition must meet criteria for abatement of the unsafe condition, repair and rehabilitation. Business owners and developers receiving the Demolition Assistance Program grant funds must be in compliance with all existing city, state, and federal building codes and regulations and permitting requirements as a prerequisite to the receipt of funds.

SECTION 4. Repeal of Conflicting Ordinances. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 6. Inclusion in Code. It is the intention of the City Commission of the City of Coral Springs, Florida, that the provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Coral Springs; and that the sections of this ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7. Effective Date. This Ordinance shall become effective upon the approval of the City Commission.

PASSED ON FIRST READING THIS ____ DAY OF _____, 2024.

PASSED ON SECOND READING THIS ____ DAY OF _____, 2024.

ATTEST:

SCOTT BROOK, MAYOR

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ____
Motion /2nd

Yes No

____	____	MAYOR BROOK	____	____
____	____	VICE MAYOR CERRA	____	____
____	____	COMMISSIONER CARTER	____	____
____	____	COMMISSIONER METAYER BOWEN	____	____
____	____	COMMISSIONER SIMMONS	____	____



City of Coral Springs

Business Impact Estimate Form

*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the City's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title and File ID # of proposed ordinance:

ORDINANCE NO. 2024-115

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA AMENDING CHAPTER 12 "ECONOMIC DEVELOPMENT," ARTICLE 1, "DEVELOPMENT/REDEVELOPMENT INCENTIVES PROGRAMS" OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the City;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

The program offers grant funding to businesses and/or property owners to cover exterior improvements, demolition and permit and impact fees. The improves aesthetics and property values within the city.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

None.

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None.

(c) An estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

Zero

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The program is voluntary and subject to funding availability.

4. Additional information/methodology for preparation, if any:

Prepared by: Kristi Bartlett, Director of Econ. Develop.
Print name and title

Kristi Bartlett Aug 22, 2024
Signature and Date

Coral-Springs-Business-Impact-Estimates-Form Ord. 24-115

Final Audit Report

2024-08-22

Created:	2024-08-22
By:	Kristi Bartlett (kbarlett@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkTaAwvRtPgELsB4wrUUtOFodjsjWZVY3

"Coral-Springs-Business-Impact-Estimates-Form Ord. 24-115" History

-  Document created by Kristi Bartlett (kbarlett@coralsprings.gov)
2024-08-22 - 12:02:56 PM GMT- IP address: 24.233.167.201
-  Document emailed to Kristi Bartlett (kbarlett@coralsprings.gov) for signature
2024-08-22 - 12:03:50 PM GMT
-  Document e-signed by Kristi Bartlett (kbarlett@coralsprings.gov)
Signature Date: 2024-08-22 - 12:04:00 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.
2024-08-22 - 12:04:00 PM GMT

Summary Sheet

Agenda Item: 9.

Meeting Date: September 12,
2024

Subject: Ordinance 2024-116, First Reading, Amending the Land Development Code to Increase Sewerage Service Rates and Water Rates (Kim Moskowitz)

Requested Action: Request to hold public hearing and approve the first reading of Ordinance 2024-116, amending the Land Development Code to increase sewerage service rates and water rates, and to set second reading to September 18, 2024.

Funding Source: Not Applicable.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: [Summary Sheet](#)

[#1 - Ordinance 2024-116](#)

[#2 - Rate Change Impact on Residential Customer](#)

[#3 - Rate Change Impact on Commercial Customer](#)

[#4 - Business Impact Estimate](#)

Background / Description:

The Water and Wastewater Rate Study completed in July 2023 by Stantec was intended to provide a revenue stream to supply sufficient funding for operating and capital costs through fiscal year 2028. The rate increases proposed for Fiscal Year 2025 are 9.5% across all consumption levels for applicable water rates and 2.5% across all consumption levels for applicable sewer rates. For a typical residential user, this increase will equal \$4.11 per month.

Staff recommends approval of Ordinance #2024-116, which increases water and sewer rates by implementing the next rate adjustment effective October 1, 2024 in order to generate sufficient revenue to support the operations of the water utility. The impact on a typical residential customer and commercial customer are illustrated in Attachments 2 & 3.

Presenting: Kim Moskowitz

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: September 12, 2024
Department: Financial Services
Initiated By: Kim Moskowitz

DOC ID: 2350

SUBJECT: Ordinance #2024-116 Amending the Land Development Code to Increase Sewerage Service Rates and Water Rates.

PRIORITY: Public Hearing

**REQUESTED ACTION:
(INCLUDE CONTRACT
START/TERM DATES)** Request to hold public hearing and approve first reading of Ordinance #2024-116, an ordinance amending the Land Development Code to increase sewerage service rates and water rates and to set second reading for September 18, 2024.
Funding Source: Not Applicable
Strategic Goal: An Innovative, High-Performing and Sustainable Organization
(REQUEST TO HOLD HEARING, APPROVE, SET SECOND READING)

**PROJECT REVIEWED BY
OR INCLUDED IN:**

ATTACHMENTS:

- #1 - Ordinance #2024-116
- #2 - Rate Change Impact on Residential Customer
- #3 - Rate Change Impact on Commercial Customer
- #4 - Business Impact Estimate

BACKGROUND / DESCRIPTION:

The Water and Wastewater Rate Study completed in July 2023 by Stantec was intended to provide a revenue stream to supply sufficient funding for operating and capital costs through fiscal year 2028. The rate increases proposed for Fiscal Year 2025 are 9.5% across all consumption levels for applicable water rates and 2.5% across all consumption levels for applicable sewer rates. For a typical residential user, this increase will equal \$4.11 per month.

Staff recommends approval of Ordinance #2024-116, which increases water and sewer rates by implementing the next rate adjustment effective October 1, 2024 in order to generate sufficient revenue to support the operations of the water utility. The impact on a typical residential customer and commercial customer are illustrated in Attachments 2 & 3.

ORDINANCE NO. 2024-116

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS TO INCREASE CERTAIN SEWERAGE SERVICE RATES AND WATER RATES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the December 16, 2020 City Commission meeting, Stantec was awarded the ability to contract for General Professional Engineering/Architect Services, which includes a Water and Wastewater Rate Study; and

WHEREAS, the principal objectives of the Water and Wastewater Rate Study was to (1) develop a multi-year plan for water and waste water revenue increases that will satisfy annual operating, debt service, and capital cost requirements as well as maintain operating reserves, (2) modify the rate structure to ensure the rates for water and wastewater conform to accepted industry practice and reflect the appropriate distribution of system costs, while providing a price incentive to encourage conservation and minimizing the financial burden to low volume users, (3) compare the monthly water and wastewater bill for a typical single-family customer to the other utility systems in Broward County, (4) assist City staff in identifying the costs of providing water and wastewater services to serve as the basis for any adjustment to water and wastewater rates, and (5) review the City's water and wastewater impact fees and provide a comparison to other utility systems in Broward County; and

WHEREAS, the Water and Wastewater Rate Study was completed on July 3, 2023 and provides for rate adjustments that increase certain rates for the 2025 Fiscal Year; and

WHEREAS, based on the results from the Water and Wastewater Rate Study, it is necessary to increase certain water and sewer rates by implementing a water conservation rate structure modification that will increase certain water rates by nine and a half percent (9.5%) and wastewater rates by two and a half percent (2.5%), effective October 1, 2024, in order to generate revenues to support the operations of the water utility; and

WHEREAS, the City Commission finds that it is in the best interests of the citizens and residents of the City to increase the rates pursuant to the rate adjustment plan as provided in the Water and Wastewater Study completed on July 3, 2023.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Coral Springs, Florida, as follows:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. Section 1705 of the Land Development Code of the City of Coral Springs entitled “Sewerage service rates,” is hereby amended to read as follows:

Sec. 1705. Sewerage service rates.

(a) There is hereby established a schedule of rates for sewerage disposal against every person owning or using any building in the city, which building shall connected to the city’s sewerage system. Such rates shall be as follows:

(1) *Minimum monthly charge:*

a. Single-family residential	25.30	<u>25.93</u>
b. Multifamily residential, per unit	22.26	<u>22.82</u>
c. General service accounts (commercial and other non-residential):		
1. 1 inch and smaller meters	25.30	<u>25.93</u>
2. 1 1/2 inch meter	126.50	<u>129.66</u>
3. 2 inch meter	202.39	<u>207.45</u>
4. 3 inch meter	404.78	<u>414.90</u>
5. 4 inch meter	632.51	<u>648.32</u>
6. 6 inch meter	1,264.95	<u>1,296.57</u>
7. 8 inch meter	2,023.95	<u>2,074.55</u>
8. 10 inch meter	2,908.81	<u>2,981.53</u>
9. 12 inch meter	5,438.19	<u>5,574.14</u>

(2) *Volumetric charges.* In addition to the minimum monthly charge, all customers shall be charged a volumetric charge of one hundred (100) percent of the consumption billed for water service except that no sewerage rate or charge shall be imposed against water services provided by the city through sprinkler water meters or against water services used for construction purposes only. The rate applied to calculate the volumetric charge is four dollars and ~~eighty-two~~ ninety-four cents (~~\$4.82~~ 4.94) per one thousand (1,000) gallons of water use.

(b) The sewerage service rates provided by this section shall be due and payable from the date the certificate of occupancy is issued by the building department of the City of Coral Springs.

(c) All owners of vacant lots, where sewer services are available, even though no sewer services are utilized, shall be charged the following monthly sewer standby charges:

<i>Property Type</i>	<i>Amount</i>	
Low density, per lot	\$20.40	<u>20.91</u>
Moderate/medium/high density, per acre	58.16	<u>59.61</u>
Commercial, per acre	32.05	<u>32.85</u>
Industrial, per acre	16.44	<u>16.85</u>

Sewer standby charges will not be imposed for vacant properties that are contiguous to a property on which a residence is constructed, and which the owner resides, when both are owned by the same party.

SECTION 3. Section 2216 of the Land Development Code of the City of Coral Springs entitled “Rates”, is hereby amended to read as follows:

Sec. 2216. Rates.

(a) All water meters shall be read at least bi-monthly and statements submitted to the consumer within the corporate limits at the following rates:

There shall be a minimum monthly charge, even when no water is consumed, based upon consumer class and water meter size and a volumetric charge:

(1) Minimum monthly charge:

a. Single-family residential	\$16.37	<u>17.93</u>
b. Multifamily residential (per unit)	14.40	<u>15.77</u>
c. General service accounts (commercial and other nonresidential):		
1. 1 inch and smaller meters	16.37	<u>17.93</u>
2. 1 1/2 inch meter	81.83	<u>89.60</u>
3. 2 inch meter	130.90	<u>143.34</u>
4. 3 inch meter	261.85	<u>286.73</u>
5. 4 inch meter	409.11	<u>447.98</u>
6. 6 inch meter	818.23	<u>895.96</u>
7. 8 inch meter	1,309.14	<u>1,433.51</u>
8. 10 inch meter	1,882.05	<u>2,060.84</u>
9. 12 inch meter	3,518.61	<u>3,852.88</u>
d. Fire lines:		
1. 4-inch line/meter	\$93.11	<u>101.96</u>
2. 6-inch line/meter	209.47	<u>229.37</u>
3. 8-inch line/meter	372.43	<u>407.81</u>

(2) *Volumetric charge.* In addition to the minimum monthly charge all customers shall be charged the applicable volumetric charge.

a. *Single-family residential:*

1. From 0 to 4,000 gallons the charge for each 1,000 gallons shall be	2.05	<u>2.24</u>
2. From 4,001 to 8,000 gallons the charge for each 1,000 gallons shall be	3.15	<u>3.45</u>

3. From 8,001 to 12,000 gallons the charge for each 1,000 gallons shall be 4.73 5.18
 4. From 12,001 to 20,000 gallons the charge for each 1,000 gallons shall be 7.08 7.75
 5. For each 1,000 gallons over a total consumption of 20,000 gallons, the charge for each such additional 1,000 gallons shall be 10.63 11.64
- b. *Multifamily residential:* From the date the certificate of occupancy is issued by the building department of the City of Coral Springs, for multifamily residential which are serviced by a single water meter the assessment shall be the number of units x the rates for each 1,000 gallons of consumption as listed below:
1. From 0 to 3,000 gallons the charge for each 1,000 gallons shall be 2.05 2.24
 2. From 3,001 to 6,000 gallons the charge for each 1,000 gallons shall be 3.15 3.45
 3. From 6,001 to 10,000 gallons the charge for each 1,000 gallons shall be 4.73 5.18
 4. From 10,001 to 16,000 gallons the charge for each 1,000 gallons shall be 7.08 7.75
 5. For each 1,000 gallons over a total consumption of 16,000 gallons, the charge for each such additional 1,000 gallons shall be 10.63 11.64
- c. *General service accounts (commercial and other non-residential except for irrigation):*
- For all consumption the charge for each 1,000 gallons shall be 3.38 3.70
- d. *Irrigation:*
1. From 0 to 8,000 gallons the charge for each 1,000 gallons shall be 7.08 7.75
 2. For each 1,000 gallons over a total consumption of 8,000 gallons the charge for each additional 1,000 gallons shall be 10.63 11.64

(b) For consumer receiving water outside of the corporate limits, the meters shall be read monthly and statements submitted to such consumers at one hundred twenty-five (125) percent of the rate shown above in each respective classification.

(c) A single consumer who has two (2) or more meters at the same location will be charged on the total consumption for all the meters; however, for a sprinkler meter(s) at the same location the consumer shall be charged a minimum monthly charge of one-half of the minimum monthly charge under subsection (a)(1)c. plus the volumetric rate under subsection (a)(2)d.

(d) All owners of vacant lots, where water lines are available for water services, even though no water meter is installed, shall be charged the following monthly water standby charges:

<i>Property Type</i>	<i>Amount</i>	
Low density, per lot	\$ 7.60	<u>8.32</u>
Moderate/medium/high density, per acre	16.55	<u>18.12</u>
Commercial, per acre	11.13	<u>12.19</u>
Industrial, per acre	6.44	<u>7.05</u>

Water standby charges will not be imposed for vacant properties that are contiguous to a property on which a residence is constructed, and in which the owner resides, when both are owned by the same party.

Property type is based on the land use designation of the city's comprehensive plan.

(e) Water shall not be furnished by the City of Coral Springs to buildings under construction for which a water meter has not been installed.

(f) Water restriction surcharge adjustment. In the event that the South Florida Water Management District or any other authority having jurisdiction declares a water shortage requiring mandatory water use restriction of curtailment, the consumption charges will be increased by a surcharge. The city commission shall establish by resolution the appropriate surcharge based upon a recommendation of the city administration as to the revenue required to comply with debt service covenants or to meet other requirements of the water system.

SECTION 4. Codification. It is the intention of the City Commission of the City of Coral Springs, that the provisions of this Ordinance shall become and made a part of the Land Development Code of the City of Coral Springs, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other word or phrase in order to accomplish such intention.

SECTION 5. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 6. Severability. Should any section, provision, paragraph, sentence, clause of word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 7. Effective Date. This Ordinance shall become effective on October 1, 2024.

PASSED ON FIRST READING THIS ____ DAY OF _____, 2024.

PASSED ON SECOND READING THIS ____ DAY OF _____, 2024.

SCOTT BROOK, MAYOR

ATTEST:

GEORGIA ELLIOTT, CMC CITY CLERK

Unanimous ____
Motion /2nd

Yes No

___	___	MAYOR BROOK	___	___
___	___	VICE MAYOR CERRA	___	___
___	___	COMMISSIONER CARTER	___	___
___	___	COMMISSIONER METAYER BOWEN	___	___
___	___	COMMISSIONER SIMMONS	___	___

Example of the Effect on a Typical Coral Springs Residential Customer with the FY 2025 Water and Sewer Rate Adjustment of 9.5% for Water and 2.5% for Sewer

Increase effective October 1, 2024

Assumptions:	
Meter size: 1 inch or smaller	
Home type: single family	
Average monthly consumption (gallons):	5,000

	Existing Rate Structure		Proposed Rate Structure		Monthly Change	
	FY 2024		FY 2025		FY 2025 vs. FY 2024	
	Current rates	Amount	Proposed rates	Amount	Dollar change	% change
Monthly Base Charges						
Water	\$16.37	\$16.37	\$17.93	\$17.93	\$1.56	9.50%
Sewer	\$25.30	\$25.30	\$25.93	\$25.93	\$0.63	2.50%
Usage Charges						
Water (tier 1: 0 to 4,000 gallons)	\$2.05	\$8.20	\$2.24	\$8.96	\$0.76	9.50%
Water (tier 2: 4,001 to 8,000 gallons)	\$3.15	\$3.15	\$3.45	\$3.45	\$0.30	9.50%
Sewer (per 1,000 gallons of water used)	\$4.82	\$24.10	\$4.94	\$24.70	\$0.60	2.50%
Taxes (10% water only)		\$2.77		\$3.03	\$0.26	
Totals		\$79.89		\$84.00	\$4.11	5.14%

Example of the Effect on a Typical Coral Springs Commercial Customer with the FY 2025 Water and Sewer Rate Adjustment of of 9.5% for Water and 2.5% for Sewer

Increase effective October 1, 2024

Assumptions:	
Meter size: 2 inches	
Customer type: Commercial	
Average monthly consumption (gallons):	40,000

	Existing Rate Structure		Proposed Rate Structure		Monthly Change	
	FY 2024		FY 2025		FY 2025 vs. FY 2024	
	Current rates	Amount	Proposed rates	Amount	Dollar change	% change
Monthly Base Charges						
Water	\$130.90	\$130.90	\$143.34	\$143.34	\$12.44	9.50%
Sewer	\$202.39	\$202.39	\$207.45	\$207.45	\$5.06	2.50%
Usage Charges						
Water (per 1,000 gallons used)	\$3.38	\$135.20	\$3.70	\$148.00	\$12.80	9.50%
Sewer (per 1,000 gallons of water used)	\$4.82	\$192.80	\$4.94	\$197.60	\$4.80	2.50%
Taxes (10% water only)		\$26.61		\$29.13	\$2.52	
Totals		\$687.90		\$725.52	\$37.62	5.47%



City of Coral Springs

Business Impact Estimate Form

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Title and File ID # of proposed ordinance:

ORDINANCE 2024-116

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS TO INCREASE CERTAIN SEWERAGE SERVICE RATES AND WATER RATES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the City;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

Ordinance 2024-116 increases the water and sewerage rates in order to generate revenues to support the operation of the water utility.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

N/A

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

Sewerage fees will increase 2.5% and water fees will increase 9.5%. Water consumption varies by customer.

(c) An estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All businesses in the Coral Springs Water District will be impacted.

4. Additional information/methodology for preparation, if any:

Cost study prepared by Stantec on 7/3/23; copy on file with Finance Department

Prepared by: Kim Moskowitz, Director of Finance
Print name and title

Kim Moskowitz
Digitally signed by Kim Moskowitz
Date: 2024.08.16 15:06:49 -04'00'
Signature and Date

Summary Sheet

Agenda Item: 10.

Meeting Date: September 12,
2024

Subject: Minutes Approval (Georgia Elliott)

Requested Action: Request to approve the City Commission meeting summaries of August 28, 2024 Regular Meeting and August 28, 2024 Retreat.
(REQUEST TO APPROVE)

Placement: Consent

Attachments: [Summary of August 28, 2024 Retreat](#)
[Summary of August 28, 2024 Regular Meeting](#)

CITY OF CORAL SPRINGS, FLORIDA

CITY COMMISSION RETREAT

SUMMARY

Wednesday, August 28, 2024
3:00 PM

Sawgrass Room, City Hall
9500 West Sample Road
Coral Springs, FL 33065

Call to Order

Mayor Brook called the meeting to order at 3:05 p.m.

Roll Call

Mayor Scott Brook
Vice Mayor Shawn Cerra
Commissioner Nancy Bowen
Commissioner Joshua Simmons (arrival time 3:23 p.m.)
Commissioner Joy Carter

Also in attendance:
City Manager Frank Babinec
City Attorney Hearn
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Commission Retreat Items

1. Economic Development Office Update and Proposed New Demolition Incentive (Kristi Bartlett)

Director Kristi Bartlett provided an economic update and fielded questions from the Commission. A copy of her presentation was made a part of this meeting summary.

2. Strategic Plan Review (Catherine Givens)

Deputy City Manager Catherine Givens led a review of the city's strategic plan. A copy of her presentation was made a part of this meeting summary. She fielded questions from the Commission and noted that staff continues to develop the Communities of Excellence program.

3. Q3 Strategic Planning Update (Nicole Giordano)

Performance Management Manager Nicole Giordano presented a Q3 Strategic Plan update. A copy of her presentation was made a part of this meeting summary.

4. Events Update and Special Event Ordinance Revision (Mike McNally)

Director Mike McNally reviewed the city's upcoming calendar of events. The following highlights were noted: city event ride-sharing services will begin at the Octoberfest event on October 5; the November 8 Bites and Sips event will have a sensory hour will be observed from 5-6 p.m. and active listening devices will be available from 6-9:30 p.m.

5. Schools Update (April Wyche)

Education Relationship Manager April Wyche provided on the city's educational support activities update. A copy of her presentation was made a part of this meeting summary.

6. Staff Items

- **Longtime Resident and Business Appreciation Letter (Frank Babinec)**

City Manager Frank Babinec sought direction on the recognition of long-term residents and businesses. Consensus was reached to allow staff to draft the guidelines for long-term residents and businesses, and additional accomplishments. The guidelines will be reviewed for approval at a future workshop.

- **Referendum Communications (John Hearn)**

City Attorney John Hearn provided a historical overview of the city's role in educating the community on upcoming referendums.

Deputy City Attorney Andrew Dunkiel gave a presentation on allowable and prohibited acts when educating the community on ballot questions. A copy of his presentation was made a part of this meeting summary.

- **Proposed 2025 Commission Meeting Calendar (Georgia Elliott)**

City Clerk Georgia Elliott presented the draft City Commission meeting calendar for 2025. A copy of her presentation was made a part of this meeting summary. Feedback was received and noted.

- **Commercial and Recreational Vehicles (Julie Krolak)**

Director Julie Krolak reported on the item. A copy of her presentation was made a part of this meeting summary.

Commission Communications

7. Commission Conference Updates

The Commission provided updates on recently attended conferences. A list of attended conferences was made a part of this meeting summary.

8. Cities Forward Cooperation Charter (Commissioner Bowen)

Commissioner Bowen explained the item.

9. Proclamation, Florida Climate Week (Commissioner Bowen)

Consensus was reached to proclaim Florida Climate Week on October 7-13, 2024.

10. School Oversight Committee Representation (Commissioner Carter)

Consensus was reached to have Vice Mayor Cerra serve as the city's representative for the Broward League of Cities' School Oversight Committee, if selected.

11. The Fire Watch Veteran Safe Place Program (Mayor Brook)

Mayor Brook explained the item and requested that item materials be shared with city staff.

12. Florida Panthers (Mayor Brook)

Staffing will explore opportunities to celebrate the Florida Panthers' Stanley Cup win.

13. Recognition, Florida Missing Children's Day (Mayor Brook)

Consensus was reached to recognize Florida Missing Children's Day on Monday, September 9, 2024.

14. Travel Funds Request (Mayor Brook)

Consensus was reached to approve Mayor Brook's travel fund request for \$1,000.

Adjournment

There being no further business the meeting adjourned at 5:03 p.m.

Georgia Elliott, CMC
City Clerk

These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.

CITY OF CORAL SPRINGS, FLORIDA
CITY COMMISSION REGULAR MEETING
DRAFT SUMMARY

Wednesday, August 28, 2024
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road
Coral Springs, Florida 33065

Call to Order

Mayor Brook called the meeting to order at 6:34 p.m.

Roll Call

Mayor Scott Brook
Vice Mayor Shawn Cerra
Commissioner Nancy Metayer Bowen
Commissioner Joshua Simmons
Commissioner Joy Carter

Also in attendance:

City Manager Frank Babiniec
City Attorney John Hearn
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Jacob Orozco, Sawgrass Springs Middle, 6th Grade
Emily Orozco, Riverside Elementary, 3rd Grade
Mia Orozco, Riverside Elementary, Kindergarten

Recognitions/Proclamations/Presentations

1. Proclamation, Suicide Awareness Month (Mayor Brook)

The City Commission proclaimed September 2024 as "Suicide Awareness Month" in the City of Coral Springs.

Public Comment

- Keith Roberts requested more cultural diversity in public art.
- Irma Roberts requested more cultural diversity in public art.

Public Hearings/Special Meeting Announcements

2. Conditional Use Modification (CA24-0003) Costco Gas Station Expansion (Julie Krolak)

Request to hold quasi-judicial hearing and public hearing to approve petition of Miskel Backman, LLP on behalf of Costco Wholesale Corporation for Conditional Use Modification (CA17-0012) relative to Land Development Code Section 250568 (Conditional Uses) to permit the expansion of the existing service station within the Community Business (B-2) and Special Utility (SU) Zoning Districts located at 4621-4631 Coral Ridge Drive, legally described as a

portion of Parcel A, Kensington Square; and authorize the City Attorney's Office to draft an order approving CA24-0003 and adopt said order. (CA24-0003)

Funding Source: Not Applicable.

Strategic Goal: A Thriving, Resilient Business Community.

(REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT)

City Attorney Hearn read items 2 and 3 into the record and noted that the quasi-judicial hearing had been waived for both items. Assistant Director Tina Jou presented slides explaining the items and fielded questions from the Commission. A copy of her presentation was made a part of the record. The petitioner representative Christine Bilenki of Dunay, Miskel, & Backman, LLP gave a petitioner presentation. A copy of her presentation was made a part of the record. Discussion ensued. Public hearing was opened. Joseph Martinez requested information on roofing and storage for fuel pumps, and Ms. Bilenki provided input. Public hearing closed.

Motion: To approve the conditional use modification.

Result: Passed (Unanimously)

Mover: Vice Mayor Cerra

Second: Commissioner Bowen

3. Special Exception Modification (SE24-0003) Costco Gas Station (Julie Krolak)

Request to hold quasi-judicial hearing and public hearing to approve petition of Miskel Backman, LLP on behalf of Costco Wholesale Corporation for Special Exception Modification (SE17-0017) from Land Development Code Section 250819 (Drive-through Service Windows, Lanes, Markings and Stacking Spaces Required) relative to service station stacking for the expansion of the existing service station within the Community Business (B-2) and Special Utility (SU) Zoning Districts, located at 4621-4631 Coral Ridge Drive, legally described as a portion of Parcel A, Kensington Square; and authorize the City Attorney's Office to draft an order approving SE24-0003 and adopt said order. (SE24-0003)

Funding Source: Not Applicable.

Strategic Goal: A Thriving, Resilient Business Community.

(REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, AND ADOPT)

City Attorney Hearn read items 2 and 3 into the record and noted that the quasi-judicial hearing had been waived for both items. Assistant Director Tina Jou presented slides explaining the items and fielded questions from the Commission. A copy of her presentation was made a part of the record. The petitioner representative Christine Bilenki of Dunay, Miskel, & Backman, LLP gave a petitioner presentation. A copy of her presentation was made a part of the record. Discussion ensued. Public hearing was opened. Joseph Martinez requested information on roofing and storage for fuel pumps, and Ms. Bilenki provided input. Public hearing closed.

Motion: To approve the special exception modification.

Result: Passed (Unanimously)

Mover: Vice Mayor Cerra

Second: Commissioner Bowen

4. Special Exception Modification (SE24-0004) and Request to Waive Petition Fees - Chabad of SW Coral Springs, Inc. (Julie Krolak)

Request to hold quasi-judicial hearing and public hearing to approve petition of Chabad of SW Coral Springs, Inc. for Special Exception Modification (Q4-SE-10) from Chapter 25 of the Land

Development Code to allow a further reduction of off-street parking for a place of worship within the Community Business (B-2) Zoning District, located at 11325-11339 W. Atlantic Boulevard, legally described as a Portion of Parcel "CC", also known as "CC-5", Cypress Run; consider the request to waive the petition fee associated with SE24-0004; and authorize the City Attorney's Office to draft an order approving SE24-0004 and adopt said order.

Funding Source: Not Applicable.

Strategic Goal: A Family-Friendly Community.

(REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, CONSIDER, AUTHORIZE, AND ADOPT)

City Attorney Hearn read the item into the record and noted that the quasi-judicial hearing had been waived. Assistant Director Tina Jou presented slides explaining the item. A copy of her presentation was made a part of the record. The petitioner addressed the Commission. Public hearing was opened and there were no comments. Public hearing closed. Discussion ensued, and Mayor Brook disclosed that his family attends the place of worship and that he attends on occasion.

Motion: To approve the special exception modification.

Result: Passed (Unanimously)

Mover: Vice Mayor Cerra

Second: Commissioner Carter

Consent

Motion: To approve Consent items 5, 6, and 7.

Result: Passed (Unanimously)

Mover: Commissioner Simmons

Second: Commissioner Carter

5. Minutes Approval (Georgia Elliott)

Request to approve the City Commission meeting minutes of the August 7, 2024 Regular Meeting.

(REQUEST TO APPROVE)

6. Resolution 2024-034, Approval of CSLIP Cycle 9 Grant Application for Royal Palm Boulevard Mobility and Wyndham Circle Intersection Improvement Projects (Julie Krolak)

Request to approve 2024 Complete Streets Localized Initiatives Program (CSLIP) Cycle 9 grant applications for the Royal Palm Boulevard Mobility Project and Wyndham Circle Intersection Improvement Project and adopt Resolution 2024-034 supporting the CSLIP grant applications to the Broward Metropolitan Planning Organization (MPO); commit up to \$608,850 in future CIP funding for the Royal Palm Mobility Project and \$152,179.96 in future CIP funding for the Wyndham Circle Intersection Improvement Project; and authorize transmittal to the appropriate review agencies. (CON24-0009)

Funding Source: Future Operating Budget.

Strategic Goal: A Family-Friendly Community.

(REQUEST TO APPROVE, ADOPT, COMMIT, AUTHORIZE)

7. Purchase and Installation of Emergency Vehicle Accessories for Police Patrol and Administrative Vehicles (John Norris)

Request to renew the agreement for the Purchase and Installation of Emergency Vehicle Accessories for Police Patrol and Administrative Vehicles via Bradford County Sheriff's Office,

Contract #BCSO2019-01 with **Dana Safety Supply, Inc.** of Jacksonville, Florida from August 28, 2024 through July 14, 2029. The not to exceed annual expenditure is \$165,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW).

Policy Formation and Direction

8. Resolution 2024-032, Amending the Administrative and User Fee Schedule Contained in Resolution 2020-018 (Ileana Kyriakides)

Request to approve and adopt Resolution 2024-032, adjusting Building, Community Development, Parks and Recreation, Miscellaneous Administrative Fees and Center for the Arts User Fees.

Funding Source: Not Applicable.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO APPROVE, ADOPT)

City Attorney Hearn read the item into the record. Director Ileana Kyriakides explained the item. Discussion ensued.

Motion: To approve and adopt Resolution 2024-032.

Result: Passed (Unanimously)

Mover: Commissioner Simmons

Second: Commissioner Carter

9. Economic Development Incentive Program Grant Agreement (Annie Norris)

Request to award the Economic Development Incentive Program Grant funding for an amount not to exceed \$50,000 to EV's Coastal Italian, LLC.

Funding Source: Approved Operating Budget.

Strategic Goal: A Thriving, Resilient Business Community.

(REQUEST TO AWARD)

Senior Economic Development Analyst Annie Norris explained the item. Discussion ensued.

Motion: To award the agreement.

Result: Passed (Unanimously)

Mover: Commissioner Bowen

Second: Vice Mayor Cerra

Commission Communications

- The commissioners announced office hours and provided contact information.
- Past and upcoming events were highlighted.
- There was a request for data on where the city is getting public art. City Manager Babinec agreed to report back.
- Happy birthday wishes were extended to Jordan Anthony Simmons and Joe Morera.
- Residents were reminded to register to vote for the November 5 election.
- Commissioner Simmons read an excerpt from Martin Luther King Jr.'s "I Have a Dream" speech in honor of the 61st anniversary of the March on Washington for Jobs and Freedom.
- Mayor Brook was congratulated for his service on the Florida League of Mayors.
- Staff was thanked for their work on Riverside Park.
- City Attorney Hearn provided information on temporary signs.
- Suicide Awareness Month was discussed.

- Mayor Brook stated that he will have a meeting on protocol on addressing the Commission.

City Manager's Communication

City Manager Babinec extended congratulations to the Multi-Cultural Advisory Committee for its successful International Dinner Dance. The “Budget and Brews” events were highlighted, and staff was thanked for their transparency with the budget process. Staff from Special Events, Communications and Marketing, Community Involvement, and Public Education were congratulated for winning five Sunsational awards at the Florida Festivals and Events Association. City Manager Babinec noted that the Regional Institute of Public Safety had hosted the accrediting agency Council of Occupational Education and that the final accreditation renewal was reaffirmed with zero findings.

City Attorney's Communication

There were no comments.

Adjournment

There being no further business, the meeting was adjourned at 8:07 p.m.

Georgia Elliott, CMC
City Clerk

These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.

Summary Sheet

Agenda Item: 11.

Meeting Date: September 12,
2024

Subject: Professional Architecture and Engineering Design Services for Coral Springs Museum of Art Relocation (Julie Krolak)

Requested Action: Request to award LOI #24-B-066 Professional Architecture and Engineering Design Services for Coral Springs Museum of Art Relocation to **Wannemacher Jensen Architects, Inc.** of Saint Petersburg, Florida in the amount of \$303,040; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to \$75,000.

Funding Source: Approved Capital Budget.

Strategic Goal: A Family-Friendly Community.

(REQUEST TO AWARD, AUTHORIZE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Proposer List and Evaluation Committee](#)

[#2 - Agreement with Wannemacher Jensen Architects, Inc.](#)

Background / Description:

The City requires the services of a well-qualified and experienced design team to provide professional architecture and engineering design services for the relocation of the Coral Springs Museum of Art. The Coral Springs Museum of Art gallery will be relocated from its existing location at the Coral Springs Center for the Arts to an approximate 8,000 square foot storefront within the Cornerstone Development located on the southwest corner of Sample Road and University Drive.

A scope of services was prepared and included within the Letter of Interest that was solicited to procure the needed services. The Letter of Interest was solicited on January 24, 2024 and a public opening was held on February 28, 2024 at 2:00 p.m. A total of ten (10) proposals were received from the following firms:

- Arquitectonica International Corporation
- Berenblum Busch Architecture, Inc.
- CPZ Architects, Inc.
- HLW Architecture Florida, LLC
- Netta Architects, LLC
- O'Donnell Danwolf and Partners Architects, Inc.
- R.E. Chisholm Architects, Inc.
- Song & Associates, Inc.
- Stantec Architecture, Inc.
- Wannemacher Jensen Architects, Inc.

The Evaluation Committee met on April 16, 2024 to discuss the proposals and to set a date to conduct

the interview process with the firms shortlisted below:

- Arquitectonica International Corporation
- Netta Architects, LLC
- Song & Associates, Inc.
- Stantec Architecture, Inc.
- Wannemacher Jensen Architects, Inc.

Presentations were conducted on May 2, 2024. Afterwards, a post presentation discussion and final voting was held. The Evaluation Committee selected to move forward with Wannemacher Jensen Architects, Inc.

Wannemacher Jensen Architects, Inc. has extensive experience and knowledge designing large scale state-of-the-art museums throughout the state of Florida. They have a proven track record of working with all stakeholders to deliver a quality finished product as well as the capabilities to deliver a project on time and within budget. They have a field office within the South Florida region which gives them a thorough understanding of the local market when it comes to availability of resources to properly assist the City in managing the project from the initial phase to project completion.

The Evaluation Committee and the Purchasing Division staff recommend awarding LOI #24-B-066 for the Professional Architecture and Engineering Design Services for Coral Springs Museum of Art to Wannemacher Jensen Architects, Inc. of Saint Petersburg, Florida in the amount of \$303,040 and authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to \$75,000.

Presenting: Julie Krolak

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: September 12, 2024
Department: Financial Services
Initiated By: Miguel Machuca
DOC ID: 2385

SUBJECT: Professional Architecture and Engineering Design Services for Coral Springs Museum of Art Relocation (Julie Krolak)

PLACEMENT: Consent

REQUESTED ACTION: Request to award LOI #24-B-066 Professional Architecture and Engineering Design Services for Coral Springs Museum of Art Relocation to **Wannemacher Jensen Architects, Inc.** of Saint Petersburg, Florida in the amount of \$303,040. Request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to \$75,000.
(INCLUDE CONTRACT START/TERM DATES) Funding Source: Approved Capital Budget
Strategic Goal: A Family-Friendly Community
(REQUEST TO AWARD/AUTHORIZE)

ATTACHMENTS: #1 – Proposer List and Evaluation Committee
#2 – Agreement with Wannemacher Jensen Architects, Inc.

BACKGROUND / DESCRIPTION:

The City requires the services of a well-qualified and experienced design team to provide professional architecture and engineering design services for the relocation of the Coral Springs Museum of Art. The Coral Springs Museum of Art gallery will be relocated from its existing location at the Coral Springs Center for the Arts to an approximate 8,000 square foot storefront within the Cornerstone Development located on the southwest corner of Sample Road and University Drive.

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- Song & Associates, Inc.
- Stantec Architecture, Inc.
- Wannemacher Jensen Architects, Inc.

City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: September 12, 2024

**Subject: Professional Architecture and Engineering Design Services for Coral Springs
Museum of Art**

Presentations were conducted on May 2, 2024. Afterwards, a post presentation discussion and final voting was held. The Evaluation Committee selected to move forward with Wannemacher Jensen Architects, Inc.

Wannemacher Jensen Architects, Inc. has extensive experience and knowledge designing large scale state-of-the-art museums throughout the state of Florida. They have a proven track record of working with all stakeholders to deliver a quality finished product as well as the capabilities to deliver a project on time and within budget. They have a field office within the South Florida region which gives them a thorough understanding of the local market when it comes to availability of resources to properly assist the City in managing the project from the initial phase to project completion.

The Evaluation Committee and the Purchasing Division staff recommend awarding LOI #24-B-066 for the Professional Architecture and Engineering Design Services for Coral Springs Museum of Art to Wannemacher Jensen Architects, Inc. of Saint Petersburg, Florida in the amount of \$303,040 and authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to \$75,000.

PROPOSERS
LOI #24-B-066
PROFESSIONAL ARCHITECTURE/ENGINEERING DESIGN SERVICES FOR
CORAL SPRINGS MUSEUM OF ART

Arquitectonica International Corporation 2900 Oak Avenue Miami, FL 33133 Contact: Juliana Touma Phone: (305) 372-1812 Email: jtouma@arquitectonicastudio.com	O'Donnell Dannwolf and Partners Architects, Inc. 2432 Hollywood Blvd. Hollywood, FL 33020 Contact: Kurt Dannwolf Phone: (954) 518-0833 Email: kdannwolf@odparchitects.com
Berenblum Busch Architecture, Inc. 2136 NW 8 th Ave, Suite 221 Miami, FL 33127 Contact: Gustavo Berenblum Phone: (305) 200-5251 Email: gb@bbamiami.com	R.E. Chisholm Architects, Inc. 782 NW 42 nd Ave, Suite 650 Miami, FL 33126 Contact: Robert E. Chisholm Phone: (305) 661-2070 Email: bob@chisholmparchitects.com
CPZ Architects, Inc. 4316 W. Broward Blvd. Plantation, FL 33317 Contact: Chris Zimmerman Phone: (954) 792-8525 Email: chris@cpzarchitects.com	Song & Associates, Inc. 1545 Centrepark Drive North West Palm Beach, FL 33401 Contact: Jill Lanigan Phone: (561) 655-2423 Email: ilanigan@songandassociates.com
HLW Architecture Florida, LLC 222 Lakeview Avenue, Suite 800 West Palm Beach, FL 33401 Contact: Robert Thomas Phone: (561) 352-0474 Email: rthomas@hlw.com	Stantec Architecture, Inc. One Biscayne Tower, Suite 1670 Miami, FL 33131 Contact: Elvira Freire-Santamaria Phone: (305) 938-6316 Email: elvira.freire-santamaria@stantec.com
Netta Architects, LLC 621 NW 53 rd St, Suite 270 Boca Raton, FL 33487 Contact: Nicholas J. Netta Phone: (973) 379-0006 Email: nnetta@nettaarchitects.com	Wannemacher Jensen Architects, Inc. 815 NW 57 th Ave, Suite 219 Miami, FL 33126 Contact: Jason Jensen Phone: (727) 822-5566 Email: amanda@wjarc.com

Evaluation Committee Members

Voting Members:

Julie Krolak, Director of Development Services
Michael McNally, Fire Chief
Catherine Givens, Deputy City Manager
Juliana Forero, Arts & Culture Programs Manager
John Grimaldi, Charter School Advisory Board Member

**AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND WANNEMACHER
JENSEN ARCHITECTS, INC. PROFESSIONAL ARCHITECTURE/ENGINEERING
DESIGN SERVICES FOR THE CORAL SPRINGS MUSEUM OF ART**

THIS AGREEMENT, entered into this ____ day of _____, 2024 (hereinafter
“Effective Date”) by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as “CITY”)

and

WANNEMACHER JENSEN ARCHITECTS, INC.

a Florida profit corporation
132 Mirror Lake Drive North, Unit 301
Saint Petersburg, Florida 33701
(hereinafter referred to as “CONSULTANT”)

WHEREAS, CITY issued a Letter of Intent (LOI 24-B-066) for Professional Architecture/Engineering Design Services for the Coral Springs Museum of Art; and

WHEREAS, the procurement and negotiations pertaining to the services to be performed by CONSULTANT were undertaken in accordance with the CONSULTANT Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes; and

WHEREAS, CITY received proposals from ten (10) firms and interviewed five (5) firms; and

WHEREAS, staff has reviewed the proposal submitted by CONSULTANT and recommends that CONSULTANT be selected for the services identified in the Scope of Services, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the City Commission concurs with the recommendation of staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **PURPOSE**

CITY hereby retains CONSULTANT for Professional Architecture/Engineering Design Services for the Coral Springs Museum of Art.

SECTION 3. **SCOPE OF SERVICES**

Subject to the terms and conditions of this Agreement, CITY hereby retains CONSULTANT to provide the services detailed in the Scope of Services, attached hereto and incorporated herein as Exhibit "A".

SECTION 4. **RESPONSIBILITIES OF CITY**

CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of services under this Agreement.

SECTION 5. **FEES FOR SERVICES PERFORMED**

5.01 CITY agrees to pay to CONSULTANT an amount not to exceed Three Hundred Three Thousand Forty Hundred and 00/100 Dollars (\$303,040.00) for the services to be provided in Exhibit "A".

5.03 All payments for services shall be in accordance with the cost as designated in the Proposal submittal and Best and Final Offer, attached hereto and incorporated herein as Exhibits "A".

5.04 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

5.05 Truth-In-Negotiation Certificate. Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

SECTION 6. TERM OF AGREEMENT

This Agreement shall be effective upon the execution of this Agreement by both parties and shall terminate upon completion of the services required in Section 3, unless otherwise terminated pursuant to Section 7.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONSULTANT, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONSULTANT must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONSULTANT shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONSULTANT shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONSULTANT written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONSULTANT has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONSULTANT shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Contract.

8.02 PATENT AND COPYRIGHT INDEMNIFICATION: To the fullest extent permitted by laws and regulations, CONSULTANT agrees to indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees arising out of the infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of a material, property or other work in connection with the performance of the Contract.

SECTION 9. **SCRUTINIZED COMPANIES**

CONSULTANT understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONSULTANT is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONSULTANT understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONSULTANT is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONSULTANT is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONSULTANT certifies that CONSULTANT and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONSULTANT notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. **INSURANCE**

10.01 CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (1) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.
- (2) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONSULTANT agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
- (3) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage
(4) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, CONSULTANT SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONSULTANT. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONSULTANT's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverage that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONSULTANT shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONSULTANT shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required

insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONSULTANT shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONSULTANT shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONSULTANT shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONSULTANT for any damages that may be sustained by CONSULTANT through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONSULTANT and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONSULTANT hereunder from other sources during the term of this Agreement.

SECTION 14. **COMPLIANCE WITH LAWS**

CONSULTANT shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. **PERMITS, FEES AND LICENSES**

CONSULTANT shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. **TAXES**

CONSULTANT agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. **CONFLICT OF INTEREST**

17.01 CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONSULTANT or its employees, must be disclosed in writing to CITY.

17.02 CONSULTANT is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONSULTANT warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. **WARRANTIES**

18.01 CONSULTANT warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONSULTANT warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONSULTANT warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONSULTANT is a party.

18.04 CONSULTANT warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONSULTANT warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONSULTANT shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONSULTANT delegate any of the duties and obligations undertaken by CONSULTANT without CITY's prior written approval.

19.02 CHANGES IN STAFF. CONSULTANT will advise CITY not less than thirty (30) days in advance of any proposed changes in CONSULTANT's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONSULTANT.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree

to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONSULTANT relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONSULTANT shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONSULTANT understands, acknowledges and agrees that CONSULTANT shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONSULTANT or keep and maintain public records required by CITY to perform the service. If CONSULTANT transfers all public records to CITY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONSULTANT

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONSULTANT of the request, and CONSULTANT must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONSULTANT does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONSULTANT fails to provide the public records to CITY within a reasonable time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONSULTANT to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONSULTANT the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONSULTANT and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. **GOVERNING LAW; VENUE**

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. **CONSTRUCTION OF AGREEMENT**

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. **SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. **CONFLICT**

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. **FORCE MAJEURE AND APPROPRIATION**

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar

causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. **E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONSULTANT agrees as follows:

(a) CONSULTANT agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONSULTANT shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONSULTANT shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONSULTANT is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONSULTANT shall terminate any agreement with any subcontractor if CONSULTANT has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONSULTANT to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONSULTANT's subcontractor knowingly violated this Section, but CONSULTANT has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONSULTANT shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 32. **NOTICES**

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
Email: mmachuca@coralsprings.gov

COPY TO: Julie Krolak, Director of Development Services
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel: (954) 344-1158
Email: jkrolak@coralsprings.gov

CONSULTANT: Jason Jensen, President
Wannemacher Jensen Architect, Inc.
132 Mirror Lake Drive North, Unit 301
Saint Petersburg, Florida 33701
Tel.: (727) 822-5566

SECTION 33. This Agreement shall become effective upon approval by the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and WANNEMACHER JENSEN ARCHITECT, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

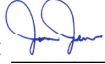
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Aug 27, 2024 12:43 EDT)

SHERRY L. WHITACRE
Senior Deputy City Attorney

**WANNEMACHER JENSEN
ARCHITECT, INC.**

By:  _____

Title: President _____

Print Name: Jason Jensen _____

City of Coral Springs (CITY)
Miguel Machuca
Assistant Purchasing Manager
Financial Services Department - Purchasing Division
9500 West Sample Road
Coral Springs, FL 33065

July 11, 2024

Ref: LOI #24-B-066 Architectural and Engineering Design Services Proposal for *Coral Springs Museum of Art (CSMART)*

Wannemacher Jensen Architects, Inc. (ARCHITECT) is pleased to submit this proposal to the city of Coral Springs (CITY) to provide Services for the development of an 8,000 square foot parcel space that will house a new Coral Springs Museum of Art (CSMART). This proposal is based upon the following assumptions.

Project Description/Information

Location:

The Project is located in the City of Coral Springs on the north block building of the Cornerstone Project which is located on southwest corner of University Drive and Sample Road, Coral Springs, FL 33065.

Project Information, Program and Physical Characteristics:

The CITY aims to design and construct a new space that houses an art gallery, event space, offices, classrooms and storage for artwork in transition. The intent is to create a new space that is innovative, functional and engaging for art exhibitions, events and teaching opportunities ensuring optimal flow and utilization of the available space. **Existing As-built drawings to be provided by Owner/CITY.**

CITY's Budget for Construction Cost:

\$1.5 Million Estimated Total Project Budget.

Scope of Pre-Design Services

Task 1: Programming

Prior to beginning the Schematic Design Phase (30% CD), ARCHITECT will develop a project specific programming document based on meeting with all pertinent department heads and stakeholders. ARCHITECT will prepare a program summary identifying all required areas and their associated square footage.

The Architect will:

1. Coordinate and attend a kick-off meeting to discuss and reach an understanding of the ARCHITECT/CITY's Project requirements.
2. Review the program and other information provided by the CITY

3. Meet with CITY Stakeholders and CITY departments heads.
 - a. It is assumed that the CITY will be responsible for selecting the required stakeholders/departments and organizing the meetings with these parties. It is also assumed these meetings will be scheduled to be completed across a single day.
4. Analyze Data gathered and provided.
5. Prepare program summary with Square Foot requirements.

Scope of Basic Services

The Basic Services below consist of the usual and customary Schematic Design, Design Development, Construction Documents, Permitting, Procurement & Bidding Assistance and Construction Administration for architectural, structural, mechanical, electrical, plumbing, fire protection, and IT/AV/Low Voltage engineering services. Services not set forth in the Scope of Basic Services are considered Supplemental Services.

Task 2: Schematic Design Phase (30% Construction Documents)

Based upon the CITY's approval of the program of spaces, Architect will prepare Schematic Design Documents for review and approval. The documents will consist of items necessary to convey the nature of the schematic approach, including preliminary plans and other drawings as needed for CITY review and feedback.

The Architect will:

1. Review laws, codes, and regulations applicable to the Project.
2. Formulate preliminary space plans, design concept studies and sketches that integrate the client's program needs.
3. Coordinate and attend up to two (2) in person progress meeting(s).
4. Coordinate and attend up to three (3) virtual progress meeting(s).
5. Prepare Schematic concept(s) preliminary plan, sections and elevations required to develop and coordinate the schematic scope of work.
6. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
7. Research interior materials applicable to the Project.
8. Submit Schematic Design Documents for Owner's review and approval.
9. Prepare Meeting Minutes for OA (Owner/Architect) meetings.
10. Prepare Meeting Minutes for Consultant Coordination and Progress meetings.
11. Submit Cost Estimate for Owner's review and approval.

Task 3: Design Development Phase (60% Construction Documents)

Based upon the CITY's approval of the Schematic Design Documents, the Architect will prepare Design Development Documents for review and approval. The Design Development Documents will consist of items necessary to illustrate and describe the development of the schematic design, including building plans, sections, elevations and diagrammatic layouts of building systems necessary to convey the character of the project.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Prepare developed plans, sections, elevations, typical construction details, and diagrammatical layouts of building systems.
3. Provide interior finish selections (color/material) and specifications.
4. Coordinate and attend up to two (2) in person progress meeting(s).

5. Coordinate and attend up to three (3) virtual progress meeting(s).
6. Outline specifications that identify the major materials and systems.
7. Submit Design Development Documents for CITY's approval.
8. Prepare 3D Model Draft Render Views and Images to review proposed design concepts for interior views.
9. Prepare Meeting Minutes for Bi-weekly OA (Owner/Architect) meetings.
10. Prepare Meeting Minutes for Consultant Coordination and Progress meetings.
11. Submit Cost Estimate for Owner's review and approval.

Task 4: Construction Documents Phase (90% and 100% Construction Documents)

Based upon the CITY's approval of the Design Development Documents, the Architect will prepare Construction Documents for review and approval. The Construction Documents will illustrate and describe the further development of the approved Design Development Drawings and will consist of detailed Drawings and Specifications that describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Coordinate and attend up to two (2) in person progress meeting(s).
3. Coordinate and attend up to three (3) virtual progress meeting(s).
4. Incorporate the design requirements of governmental authorities having jurisdiction over the Project.
5. Prepare a set of Construction Documents including detailed design plans, detailed building system plans, specifications identifying materials, systems and their respective standard of quality.
6. Submit Construction Development Documents for Owner's Review and approval.
7. Prepare 3D Model Draft Render Views and Images to review proposed design concepts for interior and exterior environments.
8. Prepare Meeting Minutes for Bi-weekly OA (Owner/Architect) meetings.
9. Prepare Meeting Minutes for Consultant Coordination and Progress meetings.
10. Identify quantity, location, and cable type in providing the infrastructure system to allow the telecom/data/AV systems to be installed by the CITY's vendors and the CITY's IT personnel. Layout of the telecommunications rooms, in close coordination with the CITY's vendors and the CITY's IT department. Security Services: provision of all required interior and exterior infrastructure into the documents and in coordination with the CITY's security system vendor.
 - a. Identify quantity, location, and cable type in providing the infrastructure to allow the CCTV surveillance system to be installed by the CITY's vendors.
 - b. Identification of quantity, location, cable type, hardware, etc. for the access control system.
11. Prepare sign location plans, typical messages and general sign types.

Task 5: Assistance with Procurement, Permitting/Bidding

Architect will respond to the CITY's departmental comments and Building department comments that will be incorporated into Permit Document responses. CONSULTANT(s) will upload all permitting documents to the regulatory and municipal website(s).

The Architect will:

1. Provide Signed and Sealed document sets for the building permit for all required agencies.
2. Modify documents as required in response to Permit Review comments.

3. Assist the CITY with preparation and distribution of bid documents.
4. Respond to questions and provide clarifications and interpretations of the Construction Documents to prospective bidders.
5. Provide a complete set of construction drawings including all Addendum.

Task 6: Construction Administration

ARCHITECT will provide construction oversight to review if the project is being performed in accordance with the Construction Documents. ARCHITECT will assist the Contractor when conflicts or clarifications are needed. The ARCHITECT and CONSULTANTS will make periodic site visits to observe construction and follow the progress.

The ARCHITECT and CONSULTANTS will:

1. Attend Preconstruction Meeting
2. Review and certify Contractor's pay applications based on the Architect's best knowledge of the information and data available to Architect.
3. Attend Bi-weekly OAC scheduled meetings.
4. Prepare Meeting Minutes for Bi-weekly OAC (Owner/Architect/Contractor) meetings.
5. Prepare Bi-weekly Field Reports with Photos in Plan grid or GC preferred software.
6. Review and respond to the contractor's submittals and shop drawings.
7. Provide telephone and email correspondence as necessary.
8. Respond to the contractor's questions and need for clarifications.
9. Attend the Substantial Completion walk-through.
10. Attend the Final Completion Walk-Through.
11. Prepare Punchlist and attend Close-out Meeting.
12. Review and respond to the Contractor's prepared as-built drawings.
13. Review change orders.

A construction duration of approximately 3 months is anticipated based on the project information. Up to 3 site visits/meetings at the Project site are included.

Task 7: Lighting And Acoustical Design

Lighting Design:

- A) Consultant will provide lighting design and consultation services for the proposed new satellite expansion of the Museum.
- B) Consultant will work with the Architect and the Museum Curators on the creation of the general lighting and the display illumination. This includes a flexible lighting control system that will provide the balanced illumination needed for the museum.
- C) Consultant will provide a complete set of illumination plans, which will include the placement and specifications of all luminaires and controls. All wiring and riser diagrams will be detailed.
- D) Consultant shall provide specification cut sheets of all architectural luminaires and control systems, as per normal professional documentation standards.
- E) Consultant will attend local design meetings and perform threshold inspections on a as needed basis.
- F) Consultant will specify all LED luminaires with ultra-low UV light emissions.

Acoustical Design

Consultant will provide the following:

- Reverberation Time analysis to meet speech intelligibility
- Room shape and wall surfaces review to avoid disruptive sound reflections which may have a negative effect on reinforced (via loudspeakers) music or the spoken word

- Work with Architect and audiovisual contractor to integrate loudspeakers in the Exhibit Space
- Work with audiovisual contractor to help mitigate excessive noise from audiovisual equipment

Design Phase

The following tasks will be completed during the Design Phase.

- Establish acoustic criteria for: a) sound insulation of internal and external partitions; b) room reverberance
- Conduct review of the design drawings as issued by the architect and engineers
- Provide recommendations of the amount, type and location of sound absorbing and sound finishes required to meet the room acoustic design targets
- Identify costs for key acoustic elements
- Help with specification coordination of acoustical design elements and products
- Discuss options and alternatives with the design team and develop the preferred design approach to achieve the design goals
- Review final drawings and specifications prior to completion to verify that previous recommendations are coordinated

Deliverables

- Basis of Design Report that summarizes the design targets and initial acoustical strategy
- GMP Drawings Review Report that covers key cost items, and issues addressed in the design.
- Additional drawing reviews as needed with technical recommendation letters, memoranda, and analysis documentation, as appropriate

Meetings

- Attend design meetings via Zoom/Teams and phone.

Task 8: FF&E (Furniture, Fixtures & Equipment) Selection

ARCHITECT will:

- Formulate preliminary space plans, design concept studies and sketches that integrate the client's program needs.
- Attend up to two (2) in-person meetings and (2) virtual meetings with the CITY.
- Survey existing furniture and equipment, if needed.
- Prepare furniture plans and drawings to assist with placement and installation.
- Research and selection of required furniture with standard manufacturer finishes.
- Coordination and assistance with a single furniture vendor.
- Coordination with Electrical Engineer and AV/IT Vendor for power/data location requirements

Task 9: Photorealistic Renderings

CONSULTANT will provide up to (2) interior photorealistic renderings of the project.

Task 10: Cost Estimating

Provide an Independent Cost Estimate for 2 submissions. A detailed cost estimate will be provided at completion of Schematic Design (30%). An additional estimate shall be provided upon completion of 60% Construction Documents.

PROJECT MILESTONES:

<u>DESCRIPTION</u>	<u>DURATION</u>	
• Programming	14	DAYS
• Schematic Design (30% Construction Doc)	30	DAYS
○ Cost Estimate Submittal #1	14	DAYS
• Design Development (60% Construction Doc)	20	DAYS
○ Cost Estimate Submittal #1	10	DAYS
• Construction Documents (90% Construction Doc)	30	DAYS
• Construction Documents (100% Construction Doc)	20	DAYS
• Permitting Submittal	60	DAYS
• Bidding	30	DAYS
• Construction Administration	180	DAYS

PROPOSED FEES:

The following is a summary of the total fees for all services listed above.

Task	Pre-Design Services	Total Fee
Task 1	Programming	\$12,200
	Sub-Total	\$12,200
Task	Basic Services (Architectural, MEP, Structural)	Total Fee
Task 2	Schematic Design (30% Construction Doc)	\$28,995
Task 3	Design Development (60% Construction Doc)	\$57,535
Task 4	Construction Documents (90% & 100% Construction Doc)	\$81,405
Task 5	Assistance with Permitting/Bidding	\$11,195
Task 6	Construction Administration	\$35,945
	Sub-Total	\$215,075
Task	Supplemental Services	Total Fee
Task 7	Lighting and Acoustical Design	\$32,240
Task 8	FF&E (Furniture, Fixtures & Equipment) Selection	\$14,335
Task 9	Photorealistic Renderings	\$4,795
Task 10	Cost Estimating	\$8,395
	Sub-Total	\$59,765
	Design Services Total	\$287,040
	Estimated Reimbursable Expenses (Allowance)	\$10,000
	Design Contingency (Allowance)	\$6,000
	Design Services & Allowances Total	\$303,040

The Basic Services fee is based on the amount of work anticipated to design a project with a construction budget of \$1,500,000 or less. If the CITY's Construction Budget is increased, the Architect's Basic Services shall be recalculated based on the most recent budget amount.

Reimbursable Expenses (Allowance)

Reimbursable expenses are in addition to compensation for Basic and Supplemental, and Additional Services and include expenses incurred by the design team directly related to the Project. Compensation for reimbursable expenses shall be the cost of expenses incurred plus 10%. Reimbursable expenses include but are not limited to:

1. Printing and Plotting costs incurred by the A/E Design Team for review, team distribution, and Bid & Permit Documents.
2. Courier, Mail and Delivery.
3. Transportation and travel
4. Presentation materials
5. Application fees and fees paid to secure approval from authorities with jurisdiction over the Project
6. Other similar Project-related expenditures

The Reimbursable Expenses is an estimate and may not cover all reimbursable expenses necessary to either meet the Client's or Project's needs. Contrarily, the full estimated amount may not be required. Unused reimbursable expense allowance will not be billed to the Client.

Design Contingency (Allowance)

During the course of the project, the CITY or ARCHITECT may identify Additional Services required which are necessary to either complete or enhance the overall project. If Additional Services are identified during the course of this project, the Architect will prepare a detailed work scope and fee to perform the Additional Services. Once the CITY and the Architect have agreed on the scope and fee, the ARCHITECT will submit a Request for the CITY's approval for the Additional Services under Design allowance.

The Design Contingency Allowance is an estimate and may not cover all the additional services identified throughout the project which are necessary to either complete or enhance the overall project. Also, all funds within Design Allowance may not be required. Unused Design Allowance will not be billed to the CITY.

The Following Services Are Not Included Within This Fee:

- Lighting Mock-Ups – This can be completed with the Lighting Designer. It is recommended that the Contractor include this in their scope of work prior installation.
- LEED, WELL, or other Green Certification
- As-built drawings
- Feasibility Studies/ Analysis
- Multiple parallel concept design options, Design team will develop an optimal design option to meet programmatic requirements and project budget.
- Preparing / Attending Public Hearing Presentation
- Grant Assistance or Applications
- Coordination of CITY's Consultants
- Life Cycle Cost and/or Energy (FLEET) Analysis
- Custom Graphic Design
- Value Analysis Study
- Revisions or additions to the project program

- Documents Prepared for: Alternate Bids Requested by the CITY, Change Orders, Multiple Construction Contracts, Record Documents
- Prolonged Construction Contract Administration Service
- Project Representation During Construction Beyond periodic inspection
- Additional Construction Contract Administration Services for Multiple Contracts
- Training Services for Building Systems
- Post Occupancy Inspections/ Evaluations
- Revisions to Previously Approved Documents
- All work is limited to the project limits identified within the City of Coral Springs – Request for Letter of Intent (LOI NO. 24.B-066).

Thanks for the opportunity to propose services for the City's project.

Sincerely,
Wannemacher Jensen Architects, Inc.

A handwritten signature in black ink, appearing to read 'Jason Jensen', with a stylized, flowing script.

Jason Jensen, AIA, LEED AP, Principal

Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Project Executive/CEO	Principal	Project Manager or Architect	Interior Designer	Architectural Designer	Administrative	Total Hours	Labor Cost
Billing Rates		\$ 295.00	\$ 265.00	\$ 180.00	\$ 160.00	\$ 145.00	\$ 95.00		
TASK									
1	Programming		1	40		32	1	74	\$ 12,200
2	Schematic Design		2	64	10	44	1	121	\$ 20,125
3	Design Development		2	74	30	84	1	191	\$ 30,925
4	Construction Documents		2	84	40	164	1	291	\$ 45,925
5	Assistance with Permitting/Bidding		1	22	8	8	1	40	\$ 6,760
6	Construction Administration		2	100	10	16	2	130	\$ 22,640
7	Lighting and Acoustical Design		1	16		8	1	26	\$ 4,400
8	FF&E			8	80		1	89	\$ 14,335
9	Photorealistic Renderings		1	1		30		32	\$ 4,795
10	Cost Estimating			4		4	1	9	\$ 1,395
11								0	\$ -
12								0	\$ -
13								0	\$ -
14	Reimbursable Expenses							0	\$ -
15	Design Contingency							0	\$ -
Totals		0	12	413	178	390	10	1003	\$ 163,500

II. Fee Calculation

Task	Labor Cost	Allowances	Subconsultant Services	Total Cost
1	\$12,200.00			\$12,200
2	\$20,125.00		\$8,870.00	\$28,995
3	\$30,925.00		\$26,610.00	\$57,535
4	\$45,925.00		\$35,480.00	\$81,405
5	\$6,760.00		\$4,435.00	\$11,195
6	\$22,640.00		\$13,305.00	\$35,945
7	\$4,400.00		\$27,840.00	\$32,240
8	\$14,335.00			\$14,335
9	\$4,795.00			\$4,795
10	\$1,395.00		\$7,000.00	\$8,395
11	\$0.00			\$0
12	\$0.00			\$0
13	\$0.00			\$0
14	\$0.00	\$6,000.00		\$10,000
15	\$0.00	\$6,000.00		\$6,000
Total	\$163,500.00	\$12,000.00	\$123,540.00	\$303,040.00

III. Fee Limit

Lump Sum Cost	\$303,040.00
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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

WANNEMACHER JENSEN ARCHITECTS, INC.

Filing Information

Document Number	P92000002451
FEI/EIN Number	59-3150693
Date Filed	11/05/1992
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	03/27/2008
Event Effective Date	NONE

Principal Address

132 MIRROR LAKE DRIVE NORTH
UNIT 301
SAINT PETERSBURG, FL 33701

Changed: 01/21/2021

Mailing Address

132 MIRROR LAKE DRIVE NORTH
UNIT 301
SAINT PETERSBURG, FL 33701

Changed: 01/21/2021

Registered Agent Name & Address

JENSEN, JASON
132 MIRROR LAKE DRIVE NORTH
UNIT 301
SAINT PETERSBURG, FL 33701

Name Changed: 01/10/2011

Address Changed: 01/21/2021

Officer/Director Detail

Name & Address

Title President

JENSEN, JASON
132 MIRROR LAKE DRIVE NORTH
UNIT 301
SAINT PETERSBURG, FL 33701

Title Principal

Wilson, Lindsay
132 MIRROR LAKE DRIVE NORTH
UNIT 301
SAINT PETERSBURG, FL 33701

Title Principal

Somarriba, Harold
132 MIRROR LAKE DRIVE NORTH
UNIT 301
SAINT PETERSBURG, FL 33701

Title CFO

Mercer, Chris
132 MIRROR LAKE DRIVE NORTH
UNIT 301
SAINT PETERSBURG, FL 33701

Annual Reports

Report Year	Filed Date
2022	01/24/2022
2023	01/03/2023
2024	02/19/2024

Document Images

02/19/2024 -- ANNUAL REPORT	View image in PDF format
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01/13/2009 -- ANNUAL REPORT	View image in PDF format
06/27/2008 -- ANNUAL REPORT	View image in PDF format
03/27/2008 -- Name Change	View image in PDF format
01/24/2008 -- ANNUAL REPORT	View image in PDF format
01/08/2007 -- ANNUAL REPORT	View image in PDF format
01/13/2006 -- ANNUAL REPORT	View image in PDF format
01/28/2005 -- ANNUAL REPORT	View image in PDF format
02/10/2004 -- ANNUAL REPORT	View image in PDF format
02/27/2003 -- ANNUAL REPORT	View image in PDF format
05/01/2002 -- ANNUAL REPORT	View image in PDF format
02/22/2001 -- ANNUAL REPORT	View image in PDF format
03/15/2000 -- ANNUAL REPORT	View image in PDF format
04/19/1999 -- ANNUAL REPORT	View image in PDF format
04/22/1998 -- ANNUAL REPORT	View image in PDF format
04/03/1997 -- ANNUAL REPORT	View image in PDF format
02/13/1996 -- ANNUAL REPORT	View image in PDF format
02/08/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Agreement with Wannemacher Jensen Architects, Inc.

Final Audit Report

2024-08-27

Created:	2024-08-26
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU45J6ZZQpsSLeF9I8qNrODzchjAZPKeB

"Agreement with Wannemacher Jensen Architects, Inc." History

 Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2024-08-26 - 8:29:12 PM GMT- IP address: 24.233.167.201

 Document emailed to Jason Jensen (jason@wjarc.com) for signature
2024-08-26 - 8:31:48 PM GMT

 Email viewed by Jason Jensen (jason@wjarc.com)
2024-08-26 - 8:34:28 PM GMT- IP address: 72.17.83.138

 Document e-signed by Jason Jensen (jason@wjarc.com)
Signature Date: 2024-08-27 - 1:09:36 PM GMT - Time Source: server- IP address: 104.48.224.141

 Document emailed to swhitacre@coralsprings.gov for signature
2024-08-27 - 1:09:39 PM GMT

 Email viewed by swhitacre@coralsprings.gov
2024-08-27 - 4:43:05 PM GMT- IP address: 161.123.29.70

 Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2024-08-27 - 4:43:47 PM GMT- IP address: 24.233.167.201

 Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2024-08-27 - 4:43:49 PM GMT - Time Source: server- IP address: 24.233.167.201

 Agreement completed.
2024-08-27 - 4:43:49 PM GMT

Summary Sheet

Agenda Item: 12.

Meeting Date: September 12,
2024

Subject: Resolution 2024-036, Public Emergency Medical Transportation Letter of Agreement (Chief John Whalen)

Requested Action: Request to authorize the Coral Springs Fire Department to participate in intergovernmental transfers with the State of Florida Agency for Health Care Administration and the supplemental payment program for Medicaid Managed Care Patients, authorizing the appropriate city officials to execute all requirement agreements or documents to participate in intergovernmental transfers with the State of Florida Agency for Health Care Administration and the supplemental payment program for Medicaid Managed Care Patients.

Funding Source: Approved Operating Budget.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO APPROVE, AUTHORIZE)

Funding Source: Approved Operating Budget

Placement: Consent

Attachments: [Resolution 2024-036](#)
[Public Emergency Medical Transportation LOA 2024](#)

Background / Description: The State of Florida has created a supplemental payment program for Medicaid Managed care patients who are transported to the hospital by public emergency medical transportation providers and has appropriated funding for this program.

By participating in this supplemental payment program, the Fire Department can substantially increase its Medicaid managed care patient transport revenue and provide better services to the community.

In order to participate in the supplemental payment program, the City of Coral Springs is required to enter into a Letter of Agreement with the Agency for Health Care Administration which requires the city to send certain funds to AHCA through intergovernmental transfers which funds receive a federal match and are returned to the City by payments required to be made by Medicaid managed care organizations.

The proposed operating budget for the Coral Springs Fire Department includes an approximate appropriation of \$356,449.08 for intergovernmental transfers to support the supplemental payment program for Medicaid managed care patients and a corresponding Medicaid managed care transport revenue of approximately \$832,241.60.

RESOLUTION 2024-036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AUTHORIZING THE CORAL SPRINGS FIRE DEPARTMENT TO PARTICIPATE IN INTERGOVERNMENTAL TRANSFERS WITH THE STATE OF FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION AND THE SUPPLEMENTAL PAYMENT PROGRAM FOR MEDICAID MANAGED CARE PATIENTS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE ALL REQUIRED AGREEMENTS OR DOCUMENTS TO PARTICIPATE IN INTERGOVERNMENTAL TRANSFERS AND THE SUPPLEMENTAL PAYMENT PROGRAM FOR MEDICAID MANAGED CARE PATIENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has created a supplemental payment program for Medicaid managed care patients who are transported to the hospital by public emergency medical transportation providers and has appropriated funding for this program; and

WHEREAS, by participating in the supplemental payment program for Medicaid managed care patients, the Coral Springs Fire Department can substantially increase its Medicaid managed care patient transport revenue and provide better services to the community; and

WHEREAS, in order to participate in the supplemental payment program for Medicaid managed care patients, the City of Coral Springs is required to enter into a Letter of Agreement with the Agency for Health Care Administration (AHCA) which requires the City to send certain funds to AHCA through intergovernmental transfers which funds receive a federal match and are returned to the City by payments required to be made by Medicaid managed care organizations; and

WHEREAS, the proposed operating budget for the Coral Springs Fire Department includes an appropriation of \$356,449.08 for intergovernmental transfers to support the supplemental payment program for Medicaid managed care patients and a corresponding Medicaid managed care transport revenue of approximately \$832,241.60.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

SECTION 2. The City Commission hereby approves the Letter of Agreement, attached hereto as Exhibit “A”, with the State of Florida, Agency for Health Care Administration and authorizes the Mayor to execute the Agreement.

SECTION 3. The appropriate City officials are hereby authorized to execute any and all agreements or documents necessary for the Coral Springs Fire Department to participate in intergovernmental transfers or the Medicaid managed care supplemental payment program.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2024.

SCOTT BROOK, MAYOR

ATTEST:

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ____
Motion /2nd

Yes No

___	___	MAYOR BROOK	___	___
___	___	VICE MAYOR CERRA	___	___
___	___	COMMISSIONER CARTER	___	___
___	___	COMMISSIONER METAYER BOWEN	___	___
___	___	COMMISSIONER SIMMONS	___	___

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2024, by and between City of **Coral Springs** (the “IGT Provider”) on behalf of **Coral Springs Fire Department**, and the State of Florida, **Agency for Health Care Administration** (the “Agency”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

“Medicaid” means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

“Public Emergency Medical Transportation (PEMT),” pursuant to the General Appropriation Act, Laws of Florida 2024-231 is the program that provides supplemental payments for eligible Public Emergency Medical Transportation (PEMT) entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2024-2025, passed by the 2024 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$356,449.08**. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. The IGT Provider will return the signed LOA to the Agency.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$356,449.08**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2024 through June 2025 are due to the Agency no later than October 31, 2024, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

a. AUDITS AND RECORDS

- i. The IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
- ii. The IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
- iii. The IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

- i. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
- ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.
- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. MONITORING

- i. The IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
5. This LOA may only be amended upon written agreement signed by both parties. The IGT Provider and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
 6. The IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-

direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. The IGT Provider agrees the following provision shall be included in any agreements between IGT Provider and local providers where IGT funding is provided pursuant to this LOA. Funding provided in this agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2024, through June 30, 2025, and shall be terminated September 30, 2025, which includes the state's certified forward period.
9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

PEMT Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2024-2025
Estimated IGTs	\$356,449.08
Total Funding Not to Exceed	\$356,449.08

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

CORAL SPRINGS

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____

NAME: _____

TITLE:

DATE: _____

SIGNED
BY: _____

NAME: Tom Wallace

TITLE: Deputy Secretary for Health Care
Finance and Data

DATE: _____

Approved to Form


Summary Sheet

Agenda Item: 13.

Meeting Date: September 12,
2024

Subject: Resolution 2024-044, Approving Bill of Sale for Site Improvements at Coral Springs Waste Transfer Station (John Norris)

Requested Action:

Request to approve Resolution 2024-044, approving bill of sale for site improvements on the Coral Springs Waste Transfer Station property located at 12600 Wiles Road, Coral Springs, from FOF Coral Springs Owner, LLC, successor in interest to Sawgrass Development Partners, LLC to the City of Coral Springs.

Funding Source: Not Applicable.

Strategic Goal: Not Applicable.

(REQUEST TO APPROVE)

Funding Source: Not Applicable

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Resolution 2024-044](#)

[Exhibit A](#)

[#2 - Bill of Sale](#)

[#3 - Development Agreement and Access Easement](#)

Background / Description:

On October 21, 2020, the City entered into a Development Agreement and Access Easement with Sawgrass Development Partners, LLC to design, construct and install at no cost to the city the following improvements on the Coral Springs Waste Transfer Station property, located at 12600 Wiles Road, folio number 484118000172, 484118000173 and 484118000030. These improvements include 1) a new twenty four foot (24 ') access drive along the west side of the City Property (" West Access"); (2) a new twenty four foot (24 ') access drive along the east side of the City Property ("East Access"); (3) with new type F curbing along the East Access, West Access and other areas called out on the Site Plan; (4) a new guard house; (5) a new chain link fence and gates as identified on the Site Plan; (6) drainage facilities and lighting as identified on the Site Plan; (7) a new 5 foot (5 ') concrete sidewalk on the west end of the City Property connecting to a bridge or culvert (as approved and permitted by the SWCD) crossing the canal which will terminate on Developer Property ("Greenway Connection").

FOF Coral Springs Owner, LLC, successor in interest to Sawgrass Development Partners, LLC has successfully constructed/completed all the above listed improvements in July 2024, as part of the DRCM22-0015 Foundry Industrial Trailer Parking and Storage/Waste Transfer Station project, and would like to dedicate them to the city via a bill of sale. Upon acceptance of the bill of sale by the Coral Springs City Commission, the city will be responsible for the operation and maintenance of all the above improvements. FOF Coral Springs Owner, LLC has agreed to provide a one-year warranty from completion date for all improvements on the city property.

Presenting: John Norris

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: September 12, 2024
Department: Public Works
Initiated By: Najla Zerrouki
DOC ID:2393

SUBJECT: Resolution 2024-044, Approving Bill of Sale for Site Improvements at Coral Springs Waste Transfer Station (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: Request to approve Resolution 2024-044, approving bill of sale for site improvements on the Coral Springs Waste Transfer Station property located at 12600 Wiles Road, Coral Springs, from FOF Coral Springs Owner, LLC, successor in interest to Sawgrass Development Partners, LLC to the City of Coral Springs (REQUEST TO APPROVE)
(INCLUDE CONTRACT START/TERM DATES)

PROJECT REVIEWED BY OR INCLUDED IN: Not Applicable.

ATTACHMENTS:
#1 – Resolution 2024-044
#2 – Bill of Sale
#3 - Development Agreement and Access Easement

BACKGROUND:

On October 21, 2020, the City entered into a Development Agreement and Access Easement with Sawgrass Development Partners, LLC to design, construct and install at no cost to the city the following improvements on the Coral Springs Waste Transfer Station property, located at 12600 Wiles Road, folio number 484118000172, 484118000173 and 484118000030. These improvements include 1) a new twenty four foot (24 ') access drive along the west side of the City Property (" West Access"); (2) a new twenty four foot (24 ') access drive along the east side of the City Property ("East Access"); (3) with new type F curbing along the East Access, West Access and other areas called out on the Site Plan; (4) a new guard house; (5) a new chain link fence and gates as identified on the Site Plan; (6) drainage facilities and lighting as identified on the Site Plan; (7) a new 5 foot (5 ') concrete sidewalk on the west end of the City Property connecting to a bridge or culvert (as approved and permitted by the SWCD) crossing the canal which will terminate on Developer Property ("Greenway Connection").

FOF Coral Springs Owner, LLC, successor in interest to Sawgrass Development Partners, LLC has successfully constructed/completed all the above listed improvements in July 2024, as part of the DRCM22-0015 Foundry Industrial Trailer Parking and Storage/Waste Transfer Station project and would like to dedicate them to the city via a bill of sale. Upon acceptance of the bill of sale by the Coral Springs City Commission, the city will be responsible for the operation and maintenance of all the above improvements. FOF Coral Springs Owner, LLC has agreed to provide a one-year warranty from completion date for all improvements on the city property.

RESOLUTION NO. 2024-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, APPROVING THE BILL OF SALE FOR SITE IMPROVEMENTS ON THE CORAL SPRINGS WASTE TRANSFER STATION PROPERTY LOCATED AT 12600 WILES ROAD, CORAL SPRINGS, FLORIDA; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE BILL OF SALE BETWEEN THE CITY OF CORAL SPRINGS AND FOF CORAL SPRINGS OWNER, LLC; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 21, 2020, the City entered into a Development Agreement and Access Easement with Sawgrass Development Partners, LLC to design, construct and install, at no cost to the City, the following improvements on the Coral Springs Waste Transfer Station property, located at 12600 Wiles Road, Coral Springs, Florida: (1) a new twenty four foot (24') access drive along the west side of the City Property ("West Access"); (2) a new twenty four foot (24') access drive along the east side of the City Property ("East Access"); (3) with new type F curbing along the East Access, West Access and other areas called out on the Site Plan; (4) a new guard house; (5) a new chain link fence and gates as identified on the Site Plan; (6) drainage facilities and lighting as identified on the Site Plan and in the Engineer 's Opinion of Probable Cost; and (7) a new 5 foot (5') concrete sidewalk on the west end of the City Property connecting to a bridge or culvert (as approved and permitted by the SWCD) crossing the canal which will terminate on Developer Property ("Greenway Connection"); and

WHEREAS, FOF Coral Springs Owner, LLC, successor in interest to Sawgrass Development Partners, LLC, successfully constructed/completed all of the above listed improvements in July 2024 as part of the DRCM22-0015 Foundry Industrial Trailer Parking and

Storage/Waste Transfer Station project and seeks to convey the improvements to the City of Coral Springs via a Bill of Sale, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, City staff has reviewed and approved the Bill of Sale; and

WHEREAS, the City Commission of the City of Coral Springs deems it to be in the best interests of the City and its citizens to approve the Bill of Sale for the acceptance of the above listed improvements; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2. That the Bill of Sale, attached hereto and incorporated herein as Exhibit “A,” conveying the following improvements on the Coral Springs Waste Transfer Station property, located at 12600 Wiles Road, Coral Springs, Florida: (1) a new twenty four foot (24’) access drive along the west side of the City Property (“West Access”); (2) a new twenty four foot (24’) access drive along the east side of the City Property (“East Access”); (3) with new type F curbing along the East Access, West Access and other areas called out on the Site Plan; (4) a new guard house; (5) a new chain link fence and gates as identified on the Site Plan; (6) drainage facilities and lighting as identified on the Site Plan and in the Engineer 's Opinion of Probable Cost; and (7) a new 5 foot (5') concrete sidewalk on the west end of the City Property connecting to a bridge or culvert (as approved and permitted by the SWCD) crossing the canal which will terminate on Developer Property (“Greenway Connection”), is hereby approved.

SECTION 3. That this Resolution, together with Exhibit “A” shall be recorded in the Public Records of Broward County, Florida, and the City shall pay the cost of recording said document.

SECTION 4. Conflict. That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Severability. That if any clause, section other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Coral Springs City Commission this ____ day of _____, 2024.

SCOTT BROOK, MAYOR

ATTEST:

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ____
Motion /2nd

			Yes	No
___	___	MAYOR BROOK	___	___
___	___	VICE MAYOR CERRA	___	___
___	___	COMMISSIONER METAYER BOWEN	___	___
___	___	COMMISSIONER CARTER	___	___
___	___	COMMISSIONER SIMMONS	___	___

EXHIBIT “A”

Exhibit “A”

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that FOF CORAL SPRINGS OWNER, LLC, a Delaware limited liability company, successor in interest to Sawgrass Development Partners, LLC, a Florida limited liability company, having a principal address of 120 East Palmetto Park Road, Suite 200, Boca Raton, Florida 33432, hereinafter called GRANTOR, which term shall include the singular or plural as the context shall require, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by CITY OF CORAL SPRINGS, a municipal corporation of the State of Florida, hereinafter called GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the GRANTEE, its successors and assigns, the following improvements:

(1) a new twenty four foot (24') access drive along the west side of the City Property ("West Access") (2) a new twenty four foot (24') access drive along the east side of the City Property ("East Access") (3) with new type F curbing along the East Access, West Access and other areas called out on the Site Plan; (4) a new guard house; (5) a new chain link fence and gates as identified on the Site Plan; (6) drainage facilities and lighting as identified on the Site Plan and in the Engineer's Opinion of Probable Cost; (7) a new 5 foot (5') concrete sidewalk on the west end of the City Property connecting to a bridge or culvert (as approved and permitted by the SWCD) crossing the canal which will terminate on Developer Property ("Greenway Connection"). The defined terms above are the same terms defined in Paragraph 3 of that certain Development Agreement and Access Easement dated October 21, 2020, between Sawgrass Development Partners, LLC, a Florida limited liability company and GRANTEE, as assigned to the GRANTOR herein.

All the above Improvements were built and constructed at the described locations and are more particularly shown on the Site Plan attached hereto as Exhibit "A" and made a part hereof.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever.

GRANTOR does covenant to and with the GRANTEE, its successors and assigns, that GRANTOR is the lawful owner of the above described; that said property is free from all encumbrances; that GRANTOR has good right to sell the same aforesaid; that the GRANTOR will warrant and defend the sale of said property unto the GRANTEE, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 29th day of August, 2024.

WITNESSETH:

Isabella Moore

Signature

Isabella Moore

Print Name

Emily A.

Signature

Emily Alonso

Print Name

GRANTOR:

FOF CORAL SPRINGS OWNER, LLC,
a Delaware limited liability company

By: [Signature]

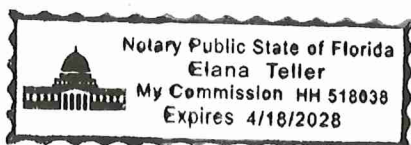
Name: Jonathan Balthrop

Title: Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of August, 2024 by Jonathan Balthrop as Vice President of **FOF CORAL SPRINGS OWNER, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me. ~~or has produced~~ as identification.

(NOTARY SEAL)



[Signature]
Notary Public - State of Florida

Print Name: Elana Teller

Commission Number: HH518038

Commission Expires: 4/18/2028

FOUNDRY - INDUSTRIAL TRAILER PARKING & STORAGE

WASTE TRANSFER STATION SET 12520 WILES ROAD CORAL SPRINGS, FL, 33065 PARCEL ID: 4841-18-00-0172 & 4841-18-00-0173 SECTION 18, TOWNSHIP 48S, RANGE 41E

DESCRIPTION: WASTE TRANSFER PARCEL

A parcel of land being a portion of the Northwest One-Quarter (NW 1/4) of Section 18, Township 48 South, Range 41 East, Broward County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest One-Quarter (NW 1/4) of said Section 18;

THENCE S89°46'05"E (Bearings are relative to State Plane Coordinates as shown on STONER/KEITH RESURVEY OF A PORTION OF TOWNSHIP 47 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 40 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 49 SOUTH, RANGE 41 EAST, according to the plat thereof, recorded in Miscellaneous Plat Book 3 at Page 44 of the Public Records of Broward County, Florida), along the North line of the said Northwest One-Quarter (NW 1/4) of Section 18, a distance of 436.45 feet;

THENCE S00°13'55"W a distance of 59.00 feet to the South Right-of-Way line of Wiles Road as described in Official Records Book 3330, Page 774 and Official Records Book 5634, Page 945 of the Public Records of Broward County, Florida, said point being the POINT OF BEGINNING;

THENCE S89°46'05"E along said South Right-of-Way line, a distance of 167.60 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Easterly, Southeasterly and Southerly along the arc of said curve to the right, having a central angle of 89°41'46" and a radius of 25.00 feet for an arc distance of 39.14 feet to a point of tangency; said line being East of and parallel with the West line of the said Northwest One-Quarter (NW 1/4) of Section 18;

THENCE S00°04'19"E along said parallel line, a distance of 196.14 feet to the North line of the 20' Roadway as described in Official Records Book 5690, Page 698 of the Public Records of Broward County, Florida;

THENCE N89°46'05"W along said North line, a distance of 175.60 feet to a line being 435.00 feet East of and parallel with the West line of the said Northwest One-Quarter (NW 1/4) of Section 18;

THENCE S00°04'19"E along said parallel line a distance of 20.00 feet to a line being 300.00 feet South of and parallel with the said North line of the Northwest One-quarter (NW 1/4) of Section 18;

THENCE N89°46'05"W along said parallel line, a distance of 78.00 feet to a line being 375.00 feet East of and parallel with the West line of the Northwest One-Quarter (NW 1/4) of Section 18;

THENCE N00°04'19"W along said parallel line a distance of 241.00 feet to the said South Right-of-Way line of Wiles Road;

THENCE S89°46'05"E along said South Right-of-Way line a distance of 61.13 feet to the POINT OF BEGINNING;

Said land situate within the City of Coral Springs, Broward County, Florida containing 1.251 Acres, more or less.

DESCRIPTION: WILES COMMERCE PARK R/W PARCELS

NORTHEAST CORNER R/W DEDICATION

A parcel of land being a portion of WILES COMMERCE PARK, according to the plat thereof, as recorded in Plat Book 141, Page 29, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

BEGIN at the Northeast corner of Parcel A of said WILES COMMERCE PARK;

THENCE S89°46'05"E (Bearings are relative to State Plane Coordinates as shown on STONER/KEITH RESURVEY OF A PORTION OF TOWNSHIP 47 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 40 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 49 SOUTH, RANGE 41 EAST, according to the plat thereof, recorded in Miscellaneous Plat Book 3, Page 44 of the Public Records of Broward County, Florida) along the Easterly extension of the North line of said Parcel A a distance of 34.57 feet to the Northerly extension of the East line of said Parcel A;

THENCE S00°28'50"E along said Northerly extension a distance of 34.57 feet to the Northeast line of Parcel A;

THENCE N45°07'27"E along said Northeast line of Parcel A distance of 49.19 feet to the POINT OF BEGINNING.

Said land situate within the City of Coral Springs, Broward County, Florida, containing 0.014 Acres, more or less.

TOGETHER WITH the following described parcel.

SOUTH 20 FT. R/W DEDICATION

A parcel of land being a portion of WILES COMMERCE PARK, according to the plat thereof, as recorded in Plat Book 141, Page 29, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

BEGIN at the Southeast corner of Parcel A of said WILES COMMERCE PARK;

THENCE S00°28'50"E along the Southerly extension of the East line of said Parcel A a distance of 20.00 feet to the South line of WILES COMMERCE PARK;

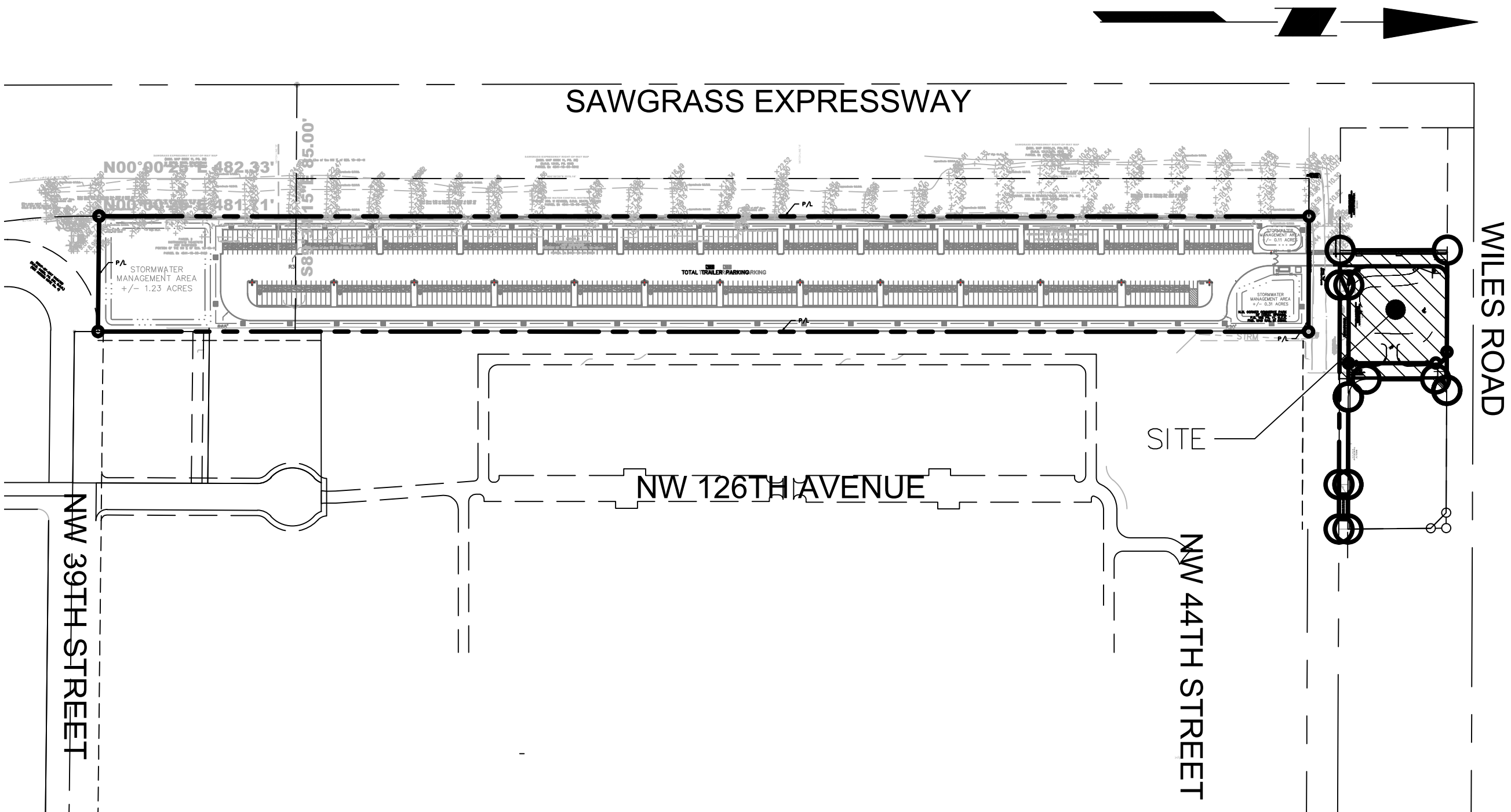
THENCE N89°46'05"W along said South line a distance of 100.00 feet to the Westerly extension of the West line of said Parcel A;

THENCE N00°28'50"W along said Southerly extension a distance of 20.00 feet to the South line of said Parcel A;

THENCE S89°46'05"E along said South line a distance of 100.00 feet to the POINT OF BEGINNING.

Said land situate within the City of Coral Springs, Broward County, Florida, containing 0.046 Acres, more or less.

INDEX OF SHEETS CIVIL SHEETS BY LANGAN	
SHEET NO.	DESCRIPTION
C-100	COVER SHEET
C-200	GENERAL NOTES & SPECIFICATIONS
C-300	MASTER SITE PLAN
C-301	SITE PLAN
C-400	PAVING, GRADING, AND DRAINAGE PLAN
C-600	TURNING MOVEMENTS
C-700	MOT PLAN (PRIOR CONSTRUCTION EAST ACCESS ROAD)
C-701	MOT PLAN (POST CONSTRUCTION EAST ACCESS ROAD)
C-702	MOT PLAN (PRIOR CONSTRUCTION WEST ACCESS ROAD)
C-800	DEMOLITION PLAN
C-1000	OFFSITE DETAILS
C-1100	FLOORPLAN & ELEVATIONS
C-2000	PUBLIC SAFETY/SECURITY PLAN
FIG. 01	PHASING PLAN
ELECTRICAL SHEETS BY PUGA AND ASSOCIATES, INC.	
SHEET NO.	DESCRIPTION
E-110	PHOTOMETRIC SITE PLAN
LANDSCAPE SHEETS BY WITKIN HULTS + PARTNERS	
SHEET NO.	DESCRIPTION
TD-1	TREE DISPOSITION PLAN
SURVEY SHEETS BY STONER & ASSOCIATES, INC.	
SHEET NO.	DESCRIPTION
SHEET 1 OF 2	ALTA/NSPS LAND TITLE SURVEY
SHEET 2 OF 2	ALTA/NSPS LAND TITLE SURVEY



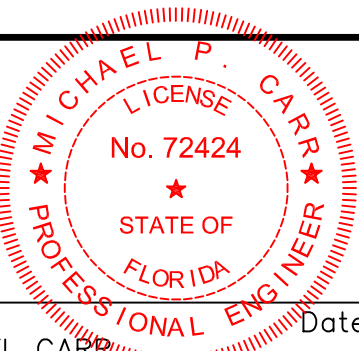
SCALE: 1" = 250'



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

This seal has been digitally signed and sealed by Michael Carr, P.E., on the date adjacent to the seal.



LANGAN

Langan Engineering and Environmental Services, Inc.

110 East Broward Boulevard, Suite 1500
Fort Lauderdale, FL 33301

T: 954.320.2100 F: 954.320.2101 www.langan.com
FBPE REGISTRY NO. 00006601/LB8172/LB8198

Project **FOUNDRY/CORAL SPRINGS/TRAILER PARKING OFFSITE IMPROVEMENTS**
CORAL SPRINGS
BROWARD COUNTY FLORIDA

Drawing Title **COVER SHEET**

Project No.	330104001	C-100
Date	03/08/2022	
Drawn By	CRV	
Checked By	MPC	

GENERAL NOTES AND SPECIFICATIONS

GENERAL SITE NOTES:

1. THESE PLANS REPRESENT THE OVERALL SITE WORK IMPROVEMENTS REQUIRED FOR PROJECT CONSTRUCTION. THE CONTRACTOR SHALL FURNISH, INSTALL, TEST AND COMPLETE ALL WORK TO THE SATISFACTION OF THE ENGINEER AND OWNER IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION. AS SUCH, THESE PLANS DO NOT COMPLETELY REPRESENT, NOR ARE THEY INTENDED TO REPRESENT, ALL SPECIFIC INSTRUCTIONS REQUIRED FOR SITE WORK CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONSTRUCT ALL IMPROVEMENTS DEPICTED ON THESE PLANS IN ACCORDANCE WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS IN EFFECT AT THE TIME OF CONSTRUCTION.
2. THE CONTRACTOR SHALL ACCEPT THE SITE AS IS. THE CONTRACTOR SHALL ASSESS CONDITIONS, AND THE KIND, QUALITY AND QUANTITY OF WORK REQUIRED. THE OWNER MAKES NO GUARANTEE IN REGARD TO THE ACCURACY OF ANY AVAILABLE INFORMATION WHICH WAS OBTAINED DURING INVESTIGATIONS. THE CONTRACTOR SHALL MAKE A THOROUGH SITE INSPECTION IN ORDER TO FIELD CHECK EXISTING SITE CONDITIONS, CORRELATE CONDITIONS WITH THE DRAWINGS AND RESOLVE ANY POSSIBLE CONSTRUCTION CONFLICTS WITH THE OWNER AND ENGINEER PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL MAKE ADDITIONAL TOPOGRAPHIC SURVEYS HE DEEMS NECESSARY, PROVIDED THEY ARE COORDINATED WITH THE OWNER. ANY CONDITIONS DETERMINED BY THE CONTRACTOR THAT DIFFER FROM THE INFORMATION SHOWN ON THE DRAWINGS THAT ARE NOT BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER PRIOR TO THE START OF WORK SHALL NOT BE CONSIDERED GROUNDS FOR ADDITIONAL PAYMENT OR CHANGES TO THE CONTRACT DURATION, OR ANY OTHER CLAIMS AGAINST THE OWNER OR OWNER'S ENGINEER.
3. THE CONTRACTOR SHALL, WHEN THEY DEEM NECESSARY, PROVIDE WRITTEN REQUESTS FOR INTERPRETATION (RFIS) TO THE OWNER AND ENGINEER PRIOR TO THE CONSTRUCTION OF ANY SPECIFIC SITE WORK ITEM. THE (RFI) SHALL BE IN A FORM ACCEPTABLE TO OWNER AND ENGINEER AND SHALL ALLOW FOR A MINIMUM OF TWO WORK DAYS OR ADDITIONAL REASONABLE TIME FOR A WRITTEN REPLY. RFIS SHALL BE NUMBERED CONSECUTIVELY BY DATE SUBMITTED. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SITE WORK ITEMS CONSTRUCTED DIFFERENTLY THAN INTENDED OR AS DEPICTED ON THE PLANS.
4. INFORMATION RELATED TO ELEVATIONS AND PROPOSED UTILITIES (SUCH AS ROADWAY GRADES, INVERT ELEVATIONS, RIM ELEVATIONS, GRATE ELEVATIONS, BUILDING FINISHED FLOOR ELEVATIONS, ETC.) MAY BE FOUND IN MORE THAN ONE LOCATION IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL SUFFICIENTLY REVIEW ALL PLANS, PROFILES AND ANY OTHER INFORMATION IN THE CONTRACT DOCUMENTS FOR CONSISTENCY PRIOR TO CONSTRUCTION. ANY INCONSISTENCIES OR DISCREPANCIES THAT ARE FOUND BY THE CONTRACTOR OR HIS ASSIGNS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER IN WRITING, IN THE FORMAT OF AN RFI PRIOR TO CONSTRUCTION.
5. THERE ARE ADDITIONAL NOTES, SPECIFICATIONS AND REQUIREMENTS CONTAINED THROUGHOUT THE PLAN SET AS WELL AS REFERENCES TO SPECIFICATIONS FROM APPLICABLE GOVERNING AUTHORITIES AND INDUSTRY STANDARDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN, REVIEW AND ADHERE TO ALL THESE DOCUMENTS.
6. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITY STRUCTURES AND MANUFACTURED PRODUCTS TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO COMMENCING WITH CONSTRUCTION.
7. CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC MEASURES (INCLUDING DESIGN AND PERMITTING) AS REQUIRED BY THE LOCAL, COUNTY, OR STATE AGENCY HAVING JURISDICTION.
8. THE CONTRACTOR IS REQUIRED TO KEEP DETAILED RECORDS OF THE CONSTRUCTION COMPLETED. SPECIFICALLY, ALL UNDERGROUND STRUCTURES, DRAINAGE, WATER, SANITARY, GAS, ELECTRIC, COMMUNICATIONS PIPING, CONDUIT OR APPURTENANCES AND ACCESSORIES AND ALL ABOVE GROUND FEATURES INCLUDING, BUT NOT LIMITED TO, FIRE HYDRANTS, WATER VALVES, DRAINAGE AND SEWER CLEANOUTS, LIGHT POLES AND SIGNS SHALL BE RECORDED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE THAT THE WORK IS PERFORMED. ELEVATIONS OF TOP OF WATER PIPING SHALL BE RECORDED AT ALL BENDS, TEES, AND AT ALL STORM DRAINAGE AND SANITARY SEWER CROSSINGS. SANITARY SEWER TOP OR BOTTOM OF PIPE ELEVATIONS SHALL BE RECORDED AT ALL CROSSINGS WITH WATER AND STORM DRAINAGE PIPING. FINISHED GRADE ELEVATIONS AT ALL WATER VALVES, FIRE HYDRANTS, SANITARY MANHOLES, DRAINAGE STRUCTURES AND CLEANOUT LOCATIONS WILL BE RECORDED. CURB AND PAVEMENT FINISHED GRADE ELEVATIONS AT ALL HIGH AND LOW POINTS, ALONG SWALES, CENTERS OF ROADS OR DRIVE AISLES, AND IN PARKING AREAS, SHALL BE RECORDED. AS-BUILT SURVEYS OF THESE ITEMS SHALL BE PROVIDED TO THE ENGINEER OF RECORD WITHIN 30 DAYS OF CONSTRUCTION COMPLETION AND PRIOR TO FINAL PAYMENT BY THE OWNER. THE ENGINEER OF RECORD RESERVES THE RIGHT TO REVIEW THE AS-BUILT SURVEYS AND REQUIRE THE COMPLETED WORK CORRECTED, WHERE DEFICIENCIES WITH RESPECT TO THE CONSTRUCTION DRAWINGS AND THE LOCAL, COUNTY AND STATE STANDARDS ARE NOT ADHERED TO BY THE CONTRACTORS WORK.
9. CONTRACTOR IS SPECIFICALLY CAUTIONED THAT ALL CONSTRUCTION STAKEOUT FOR THIS PROJECT MUST BE COMPLETED FROM THE SITE SPECIFIC SURVEY CONTROL (HORIZONTAL AND VERTICAL) UPON WHICH THE DESIGN IS BASED. THE CONTRACTOR SHOULD NOT RELY ON RE-ESTABLISH SURVEY CONTROL BY GPS OR OTHER METHODS FOR USE IN CONSTRUCTION STAKEOUT OR ANY OTHER PURPOSE FOR THIS PROJECT. ANY DISCREPANCIES BETWEEN THE EXISTING HORIZONTAL OR VERTICAL DATA SHOWN ON THESE DRAWINGS AND THAT ENCOUNTERED IN THE FIELD MUST BE REPORTED TO THE DESIGN TEAM PRIOR TO CONSTRUCTION FOR RESOLUTION.

PAVING, GRADING, AND DRAINAGE NOTES:

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATIONS OF ALL UTILITY ENTRANCES TO INCLUDE SANITARY SEWER LATERALS, DOMESTIC AND FIRE PROTECTION WATER SERVICE, ELECTRICAL, TELEPHONE AND GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS AND TO ENSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH THE UTILITY COMPANIES AS TO LOCATION AND SCHEDULING OF CONNECTIONS TO THEIR FACILITIES.
3. STORM DRAINAGE PIPING TO UTILIZE WATER TIGHT JOINTS.
4. SEE DETAIL SHEETS FOR ALL PROPOSED STRUCTURE DETAILS.
5. ALL STORM SEWERS AND STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION STANDARDS OF ROADWAY CONSTRUCTION DETAILS.
6. MINIMUM DEPTH OF COVER FOR ALL STORM SEWER PIPE IS 36" FROM FINISHED GRADE.
7. EXCAVATED MATERIAL CONTAINING CONCRETE ROCK OR STONE GREATER THAN SIX (6") INCHES IN LARGEST DIMENSION IS UNACCEPTABLE FOR FILL WITHIN THE PROPOSED BUILDING AND PAVING AREA.
8. ALL SITEWORK AND EARTHWORK OPERATIONS CONDUCTED ON THE SITE TO BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT PREPARED BY THE OWNER'S GEOTECHNICAL ENGINEER RECOMMENDATIONS IN THE GEOTECHNICAL REPORT THAT EXCEED THE INFORMATION IN THIS DRAWING SET SHALL TAKE PRECEDENCE.
9. COMPACTION CRITERIA FOR FILL PLACED IN THE FOLLOWING AREAS SHALL MEET OR EXCEED THE FOLLOWING MINIMUM PERCENTAGE OF MAXIMUM MODIFIED PROCTOR DRY DENSITY AS DETERMINED BY ASTM D-1557 USED ON REPRESENTATIVE SOIL SAMPLES, UNLESS MORE STRINGENT CRITERIA GIVEN ELSEWHERE:
10. ALL FILL SHALL BE PLACED AT A MOISTURE CONTENT WITHIN THREE PERCENT OF ITS MODIFIED PROCTOR (ASTM D 1557) DETERMINED OPTIMUM MOISTURE IN LEVEL LIFTS WHOSE THICKNESS DOES NOT EXCEED 12 INCHES. EACH LIFT SHOULD BE THOROUGHLY AND UNIFORMLY COMPACTED TO 95 PERCENT OF THE ASTM D 1557 MAXIMUM DRY DENSITY. SUBGRADES RECEIVING FILL SHOULD BE DENSIFIED TO AN EQUIVALENT RELATIVE COMPACTION.
11. PAVEMENT: CRUSHED AGGREGATE FOR THE BASE COURSE SHOULD MEET THE REQUIREMENTS OF SECTIONS 911 OR 913A OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION." THE BASE MATERIALS SHOULD HAVE A LIMEROCK BEARING RATIO (LBR) OF AT LEAST 100 AND BE COMPACTED TO NOT LESS THAN 98 PERCENT OF THE AASHTO T-180 MAXIMUM DRY DENSITY. SUBBASE MATERIALS SHOULD BE DENSIFIED TO AN EQUIVALENT RELATIVE COMPACTION. SUBGRADE SOILS RECEIVING FLEXIBLE PAVING SHOULD BE UNIFORMLY COMPACTED TO 98 PERCENT OF THE AASHTO T-180 MAXIMUM DRY DENSITY.
12. PROTECT SUBGRADE FROM EXCESSIVE WHEEL LOADING DURING CONSTRUCTION, INCLUDING CONCRETE TRUCKS AND DUMP TRUCKS.
13. REMOVE AREAS OF FINISHED SUBGRADE FOUND TO HAVE INSUFFICIENT COMPACTION DENSITY TO A DEPTH NECESSARY AND REPLACE IN A MANNER THAT WILL COMPLY WITH COMPACTION REQUIREMENTS BY USE OF MATERIAL EQUAL TO OR BETTER THAN BEST SUBGRADE MATERIAL ON SITE. SURFACE OF SUBGRADE AFTER COMPACTION SHALL BE HARD, UNIFORM, SMOOTH, STABLE AND TRUE TO GRADE AND CROSS-SECTION.
14. GRADE ALL AREAS WHERE FINISH GRADE ELEVATIONS OR CONTOURS ARE INDICATED ON DRAWINGS, OTHER THAN PAVED AREAS AND BUILDINGS, INCLUDING EXCAVATED AREAS, FILLED AND TRANSITION AREAS, AND LANDSCAPED AREAS. GRADED AREAS SHALL BE UNIFORM AND SMOOTH, FREE FROM ROCK, DEBRIS, OR IRREGULAR SURFACE CHANGES. FINISHED SUBGRADE SURFACE SHALL NOT BE MORE THAN 0.10 FEET ABOVE OR BELOW ESTABLISHED FINISHED SUBGRADE ELEVATIONS, AND ALL GROUND SURFACES SHALL VARY UNIFORMLY BETWEEN INDICATED ELEVATIONS. FINISH DITCHES SHALL BE GRADED TO ALLOW FOR PROPER DRAINAGE WITHOUT PONDING AND IN A MANNER THAT WILL MINIMIZE EROSION POTENTIAL.
15. BUILDING AREA SUBGRADE PAD SHALL BE THAT PORTION OF THE SITE DIRECTLY BENEATH AND TEN FEET (10') BEYOND THE BUILDING AND APPURTENANCES INCLUDING THE LIMITS OF ANY FUTURE BUILDING EXPANSION AREAS AS SHOWN ON THE SITE/CIVIL DRAWINGS OR AS SPECIFIED IN THE GEOTECHNICAL REPORT.
16. TRENCH DEPTH REQUIREMENTS MEASURED FROM FINISHED GRADE OR PAVED SURFACE SHALL MEET THE FOLLOWING REQUIREMENTS OR APPLICABLE CODES AND ORDINANCES:
- A. WATER MAINS: 30 INCHES TO TOP OF PIPE BARREL
- B. SANITARY SEWER: ELEVATIONS AND GRADES AS INDICATED ON DRAWINGS.
- C. STORM SEWER: DEPTHS, ELEVATIONS, AND GRADES AS SHOWN ON DRAWINGS.
- D. ELECTRICAL CONDUITS: 24 INCHES MINIMUM TO TOP OF CONDUIT OR AS REQUIRED BY NEC 300-5, NEC 710-36 CODES, OR THE LOCAL UTILITY COMPANY REQUIREMENTS, WHICHEVER IS DEEPER.
- E. TV CONDUITS: 18 INCHES MINIMUM TO TOP OF CONDUIT OR AS REQUIRED BY THE LOCAL UTILITY COMPANY, WHICHEVER IS DEEPER.
- F. TELEPHONE CONDUITS: 18 INCHES MINIMUM TO TOP OF CONDUIT OR AS REQUIRED BY THE LOCAL UTILITY COMPANY, WHICHEVER IS DEEPER.
- G. GAS MAINS AND SERVICE: 30 INCHES MINIMUM TO TOP OF PIPE, OR AS REQUIRED BY THE LOCAL UTILITY COMPANY, WHICHEVER IS DEEPER.
17. ALL CONCRETE, UNLESS OTHERWISE NOTED OR SPECIFIED BY REGULATORY AUTHORITIES, SHALL BE 3000 PSI.
18. FINISHED GRADE ELEVATIONS SHALL NOT DEVIATE FROM THE PROPOSED ELEVATIONS SHOWN ON THE GRADING AND DRAINAGE PLANS BY MORE THAN 0.10 FEET.
19. DESIGN REQUIRES ALL MANHOLE LIFT HOLES AND GRADE ADJUSTMENT RINGS BE SEALED WITH NON-SHRINKING MORTAR. ALL INLET AND OUTLET PIPES MUST BE JOINED TO THE MANHOLE WITH A GASKETED FLEXIBLE WATER TIGHT CONNECTION OR ANOTHER WATER TIGHT CONNECTION ARRANGEMENT THAT ALLOWS DIFFERENTIAL SETTLEMENT OF THE PIPE AND MANHOLE WALL.
20. ALL MANHOLE INSPECTION AND TESTING FOR WATERTIGHTNESS OR DAMAGE PRIOR TO PLACING INTO SERVICE ARE SPECIFIED BY CITY INSPECTOR. ALL AIR TESTING, IF SPECIFIED FOR CONCRETE SEWER MANHOLES, CONFORMS TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.

I. APPLICABLE CODES:

- A. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY OF CORAL SPRINGS PUBLIC WORKS DEPARTMENT, BROWARD COUNTY, AND ALL OTHER APPLICABLE LOCAL, STATE AND NATIONAL CODES.
- B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 OR LATEST EDITION, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
- C. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988, (N.A.V.D.), UNLESS OTHERWISE NOTED.
- D. EXISTING TOPOGRAPHIC AND CADASTRAL INFORMATION SHOWN ON THESE DRAWINGS ARE BASED THE BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY STONER & ASSOCIATES, INC. DATED 07/30/2019.

II. PRECONSTRUCTION RESPONSIBILITIES:

- A. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED.
- B. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.
- C. THE CONTRACTOR SHALL CONTACT "SUNSHINE ONE-CALL OF FLORIDA" BY CALLING 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO COMMENCING ANY EXCAVATION OR CONSTRUCTION IN ORDER TO PROVIDE FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES ON-SITE AND OFF-SITE.
- D. THE CONTRACTORS SHALL COORDINATE WITH UTILITIES TO ARRANGE FOR RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE.
- E. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ANY AND ALL EXISTING UTILITIES ON THIS PROJECT.
- F. THE CONTRACTOR SHALL SECURE ALL UTILITY EASEMENTS (IF REQUIRED) TO BE SECURED PRIOR TO CONSTRUCTION.
- G. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AS SHOWN ON THE DRAWINGS WERE OBTAINED FROM THE BEST INFORMATION AVAILABLE AT THE TIME PLANS WERE PREPARED BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC., WITHIN THE PROJECT AREA WHICH WERE INSTALLED AND CONSTRUCTED AFTER THE PREPARATION OF THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE FACILITIES SHOWN OR FOR ANY FACILITIES NOT SHOWN. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING FACILITIES, STRUCTURES AND OTHER FEATURES (WHETHER SHOWN ON THE PLANS OR NOT) AFFECTING THE WORK.
- H. IF, UPON EXCAVATION, EXISTING CONDITIONS ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE PROBLEM.
- I. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.

III. INSPECTION AND TESTING:

- A. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AS WELL AS ANY OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
- B. THE CONTRACTOR SHALL GIVE THE ENGINEER OF RECORD AT LEAST 48 HOURS ADVANCE NOTICE OF, AND THE ENGINEER OF RECORD MUST BE PRESENT TO WITNESS, THE FOLLOWING:
1. PRESSURE TESTING OF THE WATER DISTRIBUTION SYSTEM.
2. EXFILTRATION TEST OF THE SANITARY SEWAGE SYSTEM.
3. FINAL INSPECTION OF THE WATER, SEWER, PAVING, GRADING AND DRAINAGE.
- C. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL APPLICABLE REGULATORY AGENCIES FOR INSPECTION REQUIREMENTS.

IV. SHOP DRAWINGS:

- A. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING ITEMS: WATER MAIN FITTINGS, VALVES, PIPES, CATCH BASIN, STORM MANHOLES AND ALL OTHER DRAINAGE STRUCTURES, DRAINAGE PIPE, BALLAST ROCK, EXFILTRATION TRENCH FILTER FABRIC, AND TRAFFIC PAINT. IN ADDITION, SOME CITIES, COUNTIES, STATE AND/OR NATIONAL REGULATORY AGENCIES REQUIRE THEIR OWN INDIVIDUAL REVIEW AND APPROVAL. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY SHOP DRAWING APPROVALS IF REQUIRED.

V. TEMPORARY FACILITIES:

- A. TEMPORARY FACILITIES:
1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, AND ELECTRICITY, DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS ENTRANCE TO COMMERCIAL PROPERTIES AT ALL TIMES, IF APPLICABLE.
3. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION, IF APPLICABLE.
- B. TRAFFIC REGULATION:
1. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNALS, SIGNS, LIGHTS AND FLAGPERSONS AS NECESSARY FOR THE MAINTENANCE OF TRAFFIC WITHIN PUBLIC RIGHT-OF-WAYS IN ACCORDANCE WITH THE M.U.T.C.D. AND BROWARD COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT.
2. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
3. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION FROM BROWARD COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT.

VI. PROJECT CLOSE-OUT

- I. CLEANING UP:
1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEEP BROOM CLEAN.
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
3. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.
4. WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
- B. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- C. PROJECT RECORD DOCUMENTS:
1. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
2. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND LIMEROCK BASE CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT OR CONCRETE PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD "AS-BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND PERTINENT GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN AND EDGES OF PAVEMENT AT 25 FEET INTERVALS.
3. UPON COMPLETION OF CONSTRUCTION, AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF ALL "AS-BUILT" CONTRACT DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONS, LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS.
4. ALL "AS-BUILT" INFORMATION SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR.

VII. EARTHWORK AND COMPACTION

- A. EARTHWORK AND COMPACTION SHALL BE PERFORMED IN ACCORDANCE WITH BROWARD COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT STANDARDS.

VII. PAVING

- A. GENERAL:
1. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.
2. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
3. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.
4. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
5. PAVEMENT REPAIRS SHALL BE AS PER BROWARD COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT STANDARDS.
- B. MATERIALS AND INSTALLATION:
1. ALL WORKS CONFORM TO THE APPLICABLE BROWARD COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT STANDARDS.
2. STREET NAME SIGNS SHALL BE ERECTED PER BROWARD COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT STANDARDS.

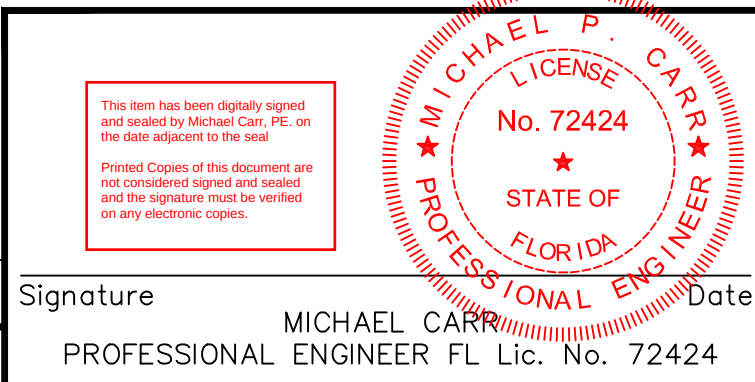
IX. TESTING:

1. DENISITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA. RESULTS OF DENISITY TESTS SHALL BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA AND PROVIDED TO THE ENGINEER OF RECORD FOR REVIEW.



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!



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FBPE REGISTRY NO. 00006601/LB8172/LB8198

Project

**FOUNDRY INDUSTRIAL
TRAILER PARKING &
STROAGE**

**CORAL SPRINGS
BROWARD COUNTY**

FLORIDA

Drawing Title

**GENERAL NOTES &
SPECIFICATIONS**

Project No.

330104001

Date

03/08/2022

Drawn By

CRV

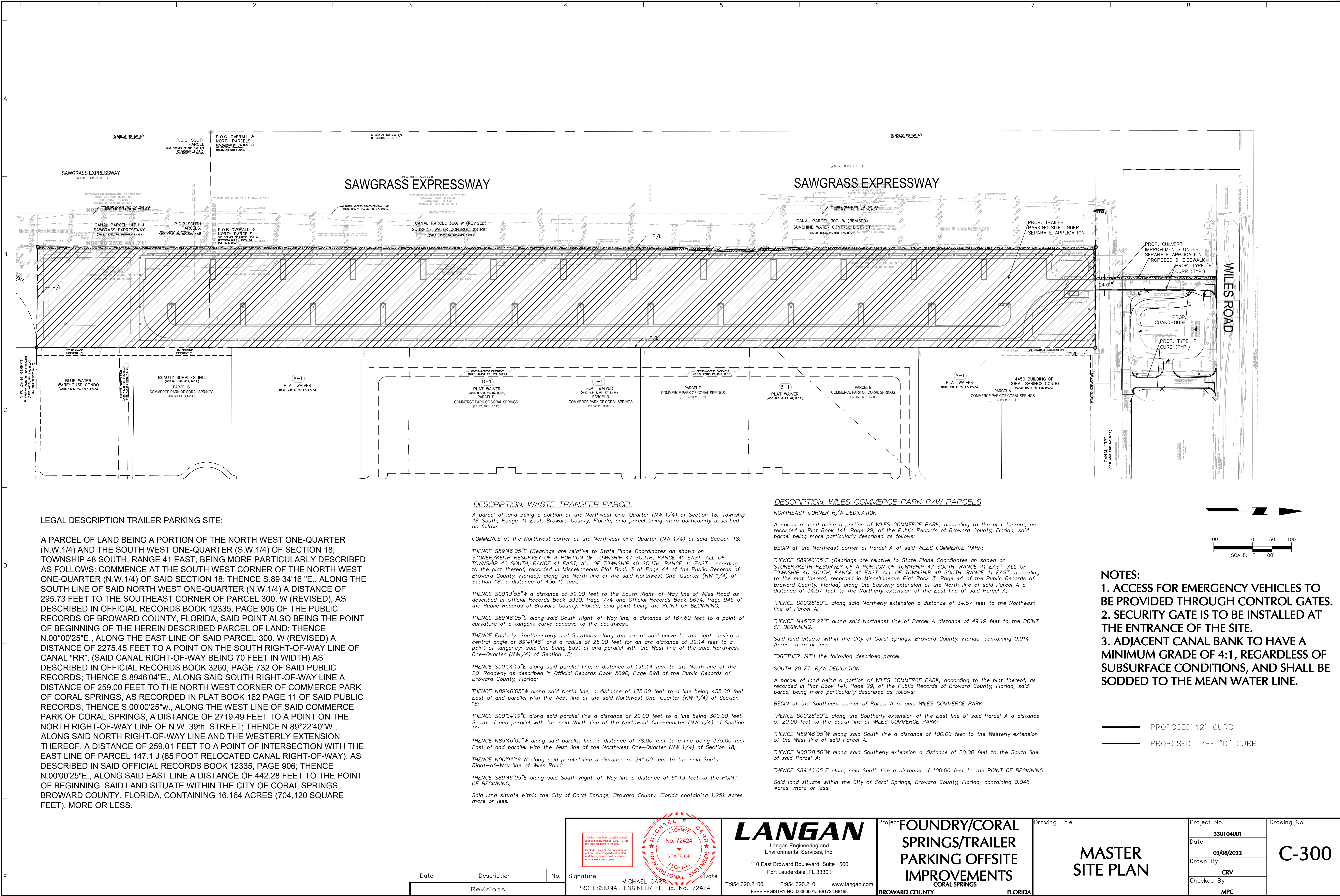
Checked By

MPC

Drawing No.

C-200

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LEGAL DESCRIPTION TRAILER PARKING SITE:

A PARCEL OF LAND BEING A PORTION OF THE NORTH WEST ONE-QUARTER (N.W. 1/4) AND THE SOUTH WEST ONE-QUARTER (S.W. 1/4) OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH WEST CORNER OF THE NORTH WEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 18; THENCE S.89.34'16" E., ALONG THE SOUTH LINE OF SAID NORTH WEST ONE-QUARTER (N.W. 1/4) A DISTANCE OF 295.73 FEET TO THE SOUTHEAST CORNER OF PARCEL 300. W (REVISED), AS DESCRIBED IN OFFICIAL RECORDS BOOK 12335, PAGE 906 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE N.00°00'25"E., ALONG THE EAST LINE OF SAID PARCEL 300. W (REVISED) A DISTANCE OF 2275.45 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CANAL "RR", (SAID CANAL RIGHT-OF-WAY BEING 70 FEET IN WIDTH) AS DESCRIBED IN OFFICIAL RECORDS BOOK 3260, PAGE 732 OF SAID PUBLIC RECORDS; THENCE S.8946°04"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 259.00 FEET TO THE NORTH WEST CORNER OF COMMERCE PARK OF CORAL SPRINGS, AS RECORDED IN PLAT BOOK 162 PAGE 11 OF SAID PUBLIC RECORDS; THENCE S.00°00'25"W., ALONG THE WEST LINE OF SAID COMMERCE PARK OF CORAL SPRINGS, A DISTANCE OF 2719.49 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.W. 39th. STREET; THENCE N.89°22'40"W., ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 259.01 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF PARCEL 147.1 J (85 FOOT RELOCATED CANAL RIGHT-OF-WAY), AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 12335, PAGE 906; THENCE N.00°00'25"E., ALONG SAID EAST LINE A DISTANCE OF 442.28 FEET TO THE POINT OF BEGINNING. SAID LAND SITUATE WITHIN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING 16.164 ACRES (704,120 SQUARE FEET), MORE OR LESS.

DESCRIPTION: WASTE TRANSFER PARCEL

A parcel of land being a portion of the Northwest One-Quarter (NW 1/4) of Section 18, Township 48 South, Range 41 East, Broward County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest One-Quarter (NW 1/4) of said Section 18;

THENCE S89°46'05"E (Bearings are relative to State Plane Coordinates as shown on STONER/KEITH RESURVEY OF A PORTION OF TOWNSHIP 47 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 40 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 49 SOUTH, RANGE 41 EAST, according to the plat thereof, recorded in Miscellaneous Plat Book 3 at Page 44 of the Public Records of Broward County, Florida), along the North line of the said Northwest One-Quarter (NW 1/4) of Section 18, a distance of 436.45 feet;

THENCE S00°28'50"E a distance of 59.00 feet to the South Right-of-Way line of Wiles Road as described in Official Records Book 3330, Page 774 and Official Records Book 5634, Page 945 of the Public Records of Broward County, Florida, said point being the POINT OF BEGINNING;

THENCE S89°46'05"E along said South Right-of-Way line, a distance of 167.60 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Easterly, Southeasterly and Southerly along the arc of said curve to the right, having a central angle of 89°41'46" and a radius of 25.00 feet for an arc distance of 39.14 feet to a point of tangency; said line being East of and parallel with the West line of the said Northwest One-Quarter (NW 1/4) of Section 18;

THENCE S00°04'19"E along said parallel line, a distance of 196.14 feet to the North line of the 20' Roadway as described in Official Records Book 5690, Page 698 of the Public Records of Broward County, Florida;

THENCE N89°46'05"W along said North line, a distance of 175.60 feet to a line being 435.00 feet East of and parallel with the West line of the said Northwest One-Quarter (NW 1/4) of Section 18;

THENCE S00°04'19"E along said parallel line a distance of 20.00 feet to a line being 300.00 feet South of and parallel with the said North line of the Northwest One-quarter (NW 1/4) of Section 18;

THENCE N89°46'05"W along said parallel line, a distance of 78.00 feet to a line being 375.00 feet East of and parallel with the West line of the Northwest One-Quarter (NW 1/4) of Section 18;

THENCE N00°04'19"W along said parallel line a distance of 241.00 feet to the said South Right-of-Way line of Wiles Road;

THENCE S89°46'05"E along said South Right-of-Way line a distance of 61.13 feet to the POINT OF BEGINNING;

Said land situate within the City of Coral Springs, Broward County, Florida containing 1.251 Acres, more or less.

DESCRIPTION: WILES COMMERCE PARK R/W PARCELS

NORTHEAST CORNER R/W DEDICATION

A parcel of land being a portion of WILES COMMERCE PARK, according to the plat thereof, as recorded in Plat Book 141, Page 29, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

BEGIN at the Northeast corner of Parcel A of said WILES COMMERCE PARK;

THENCE S89°46'05"E (Bearings are relative to State Plane Coordinates as shown on STONER/KEITH RESURVEY OF A PORTION OF TOWNSHIP 47 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 40 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 49 SOUTH, RANGE 41 EAST, according to the plat thereof, recorded in Miscellaneous Plat Book 3, Page 44 of the Public Records of Broward County, Florida) along the Easterly extension of the North line of said Parcel A a distance of 34.57 feet to the Northerly extension of the East line of said Parcel A;

THENCE S00°28'50"E along said Northerly extension a distance of 34.57 feet to the Northeast line of Parcel A;

THENCE N45°07'27"E along said Northeast line of Parcel A distance of 49.19 feet to the POINT OF BEGINNING.

Said land situate within the City of Coral Springs, Broward County, Florida, containing 0.014 Acres, more or less.

TOGETHER WITH the following described parcel.

SOUTH 20 FT. R/W DEDICATION

A parcel of land being a portion of WILES COMMERCE PARK, according to the plat thereof, as recorded in Plat Book 141, Page 29, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

BEGIN at the Southeast corner of Parcel A of said WILES COMMERCE PARK;

THENCE S00°28'50"E along the Southerly extension of the East line of said Parcel A a distance of 20.00 feet to the South line of WILES COMMERCE PARK;

THENCE N89°46'05"W along said South line a distance of 100.00 feet to the Westerly extension of the West line of said Parcel A;

THENCE N00°28'50"W along said Southerly extension a distance of 20.00 feet to the South line of said Parcel A;

THENCE S89°46'05"E along said South line a distance of 100.00 feet to the POINT OF BEGINNING.

Said land situate within the City of Coral Springs, Broward County, Florida, containing 0.046 Acres, more or less.

- NOTES:
1. ACCESS FOR EMERGENCY VEHICLES TO BE PROVIDED THROUGH CONTROL GATES.
 2. SECURITY GATE IS TO BE INSTALLED AT THE ENTRANCE OF THE SITE.
 3. ADJACENT CANAL BANK TO HAVE A MINIMUM GRADE OF 4:1, REGARDLESS OF SUBSURFACE CONDITIONS, AND SHALL BE SODDED TO THE MEAN WATER LINE.

PROPOSED 12" CURB
PROPOSED TYPE "D" CURB

This seal has been digitally signed and issued by Michael Carr, P.E., on the date subject to the seal.

Michael Carr, P.E. is not a registered professional engineer and the signature must be verified on any electronic copies.

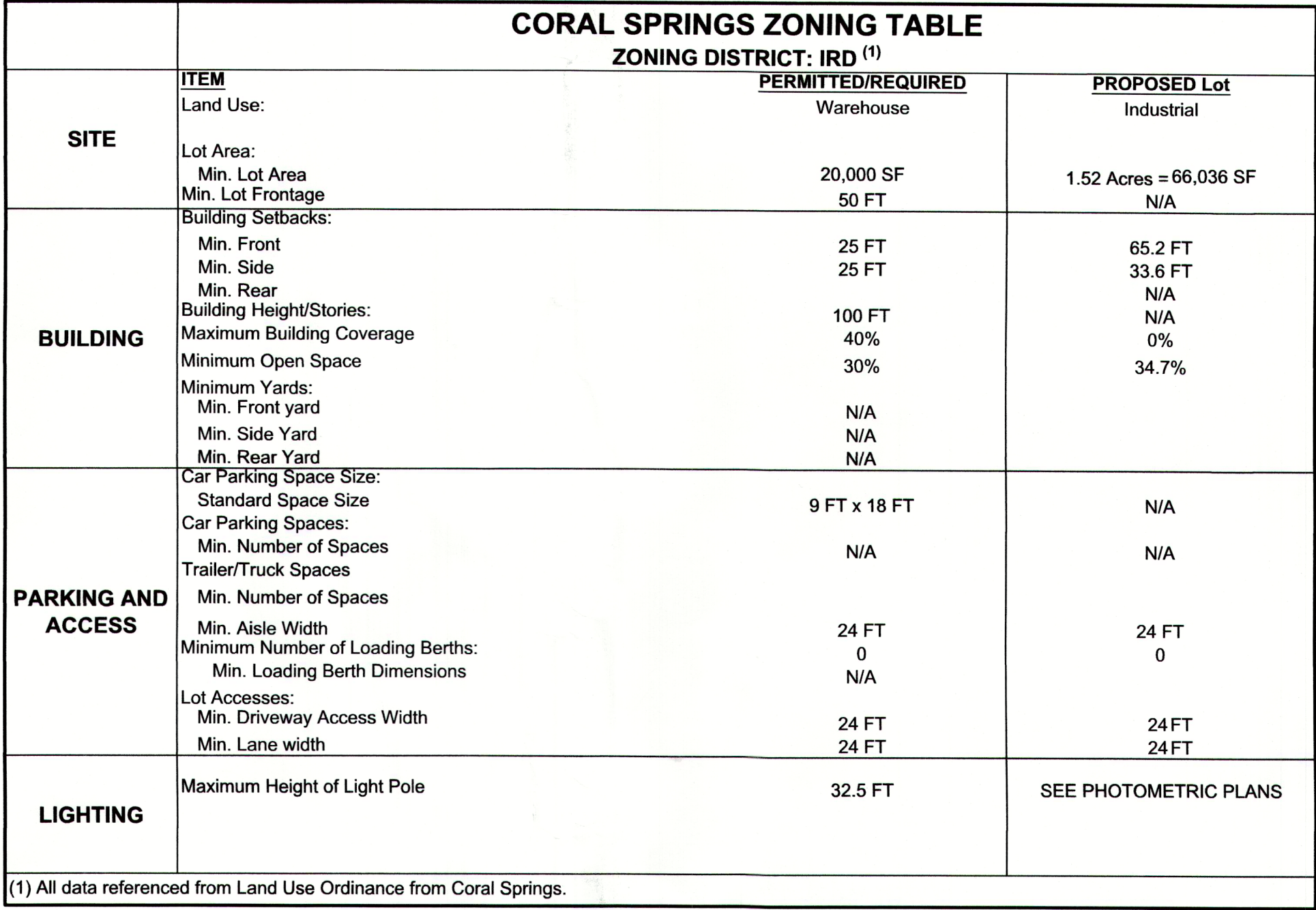
MICHAEL P. CARR
LICENSE
No. 72424
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

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Langan Engineering and Environmental Services, Inc.
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FBPE REGISTRY NO. 00006601/LB8172/LB8198

Project **FOUNDRY/CORAL SPRINGS/TRAILER PARKING OFFSITE IMPROVEMENTS**
CORAL SPRINGS
BROWARD COUNTY FLORIDA

Drawing Title
MASTER SITE PLAN

Project No. 330104001	Drawing No. C-300
Date 03/08/2022	
Drawn By CRV	
Checked By MPC	



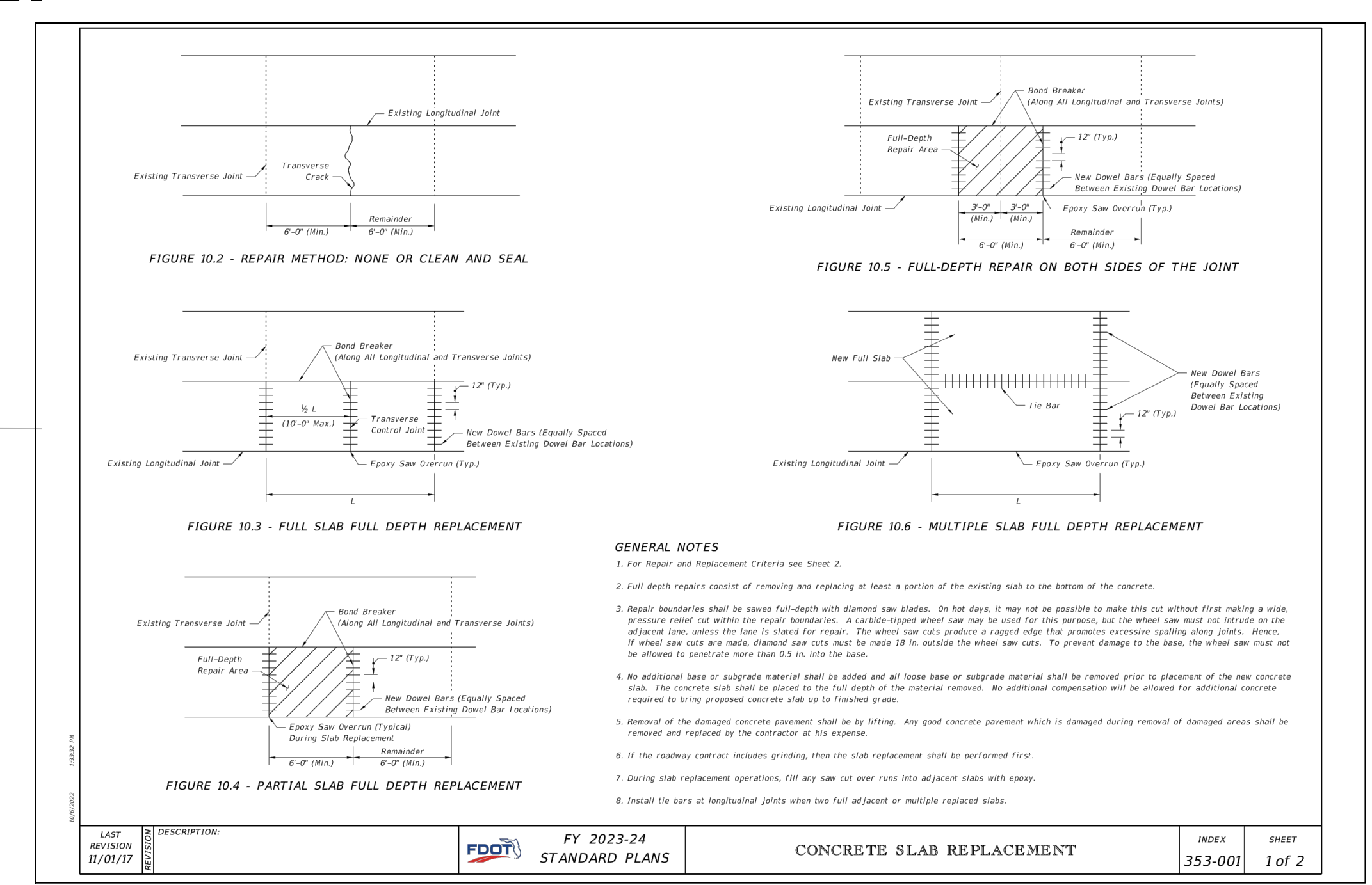
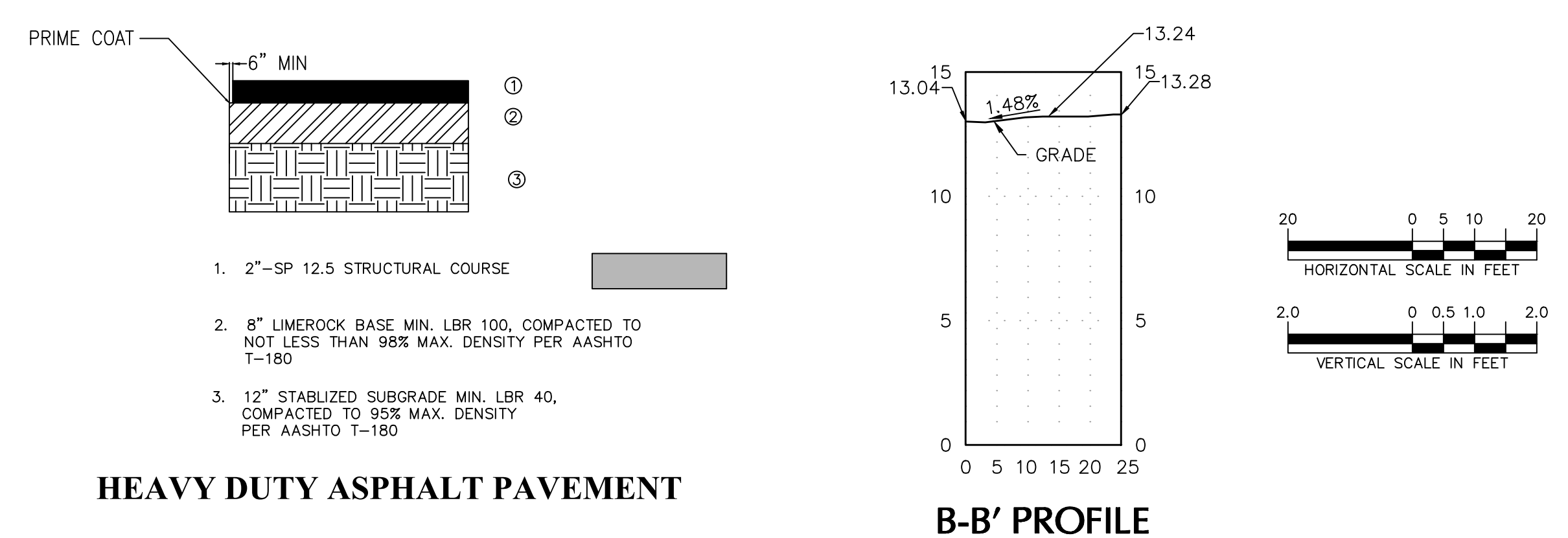
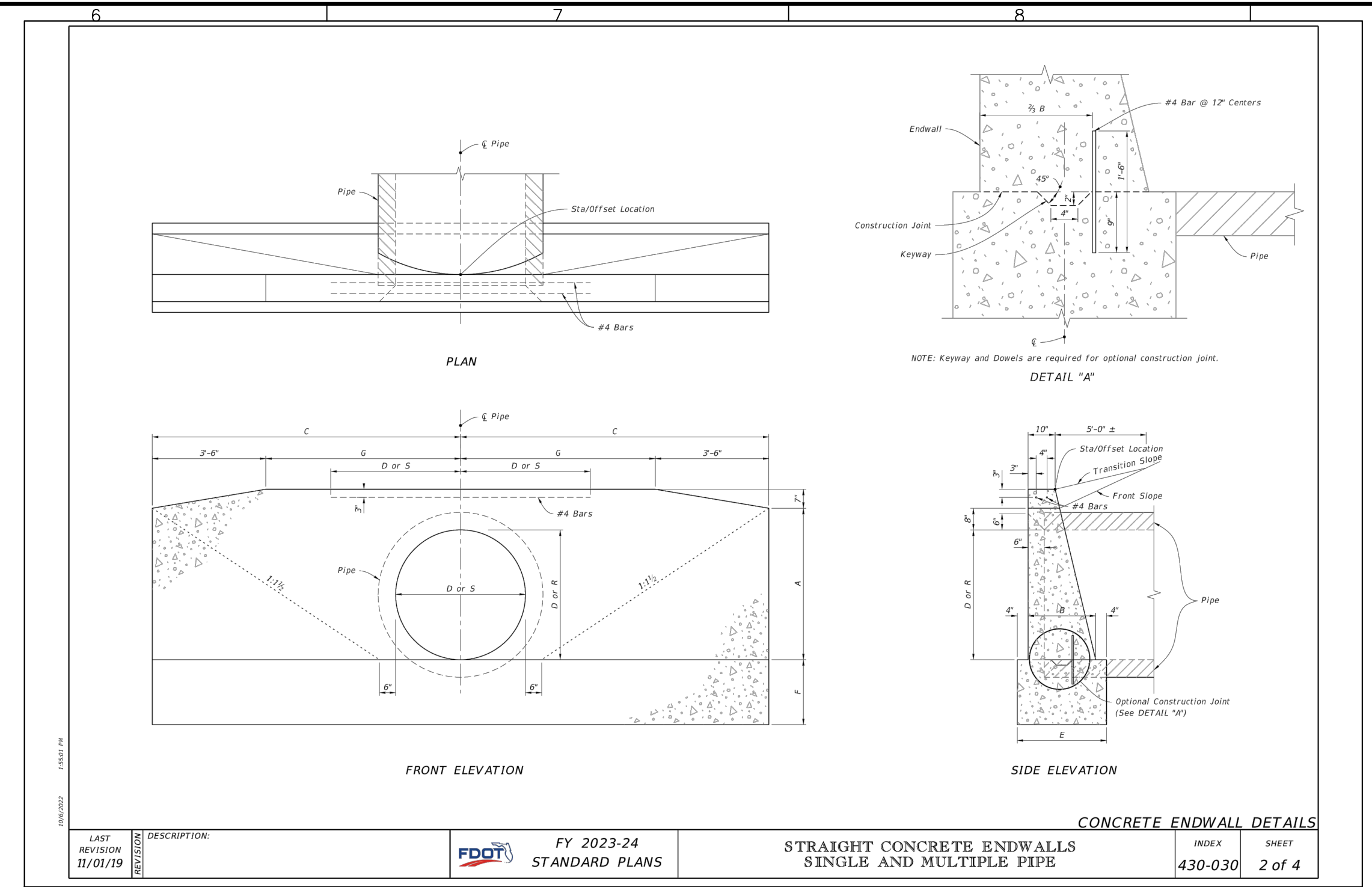
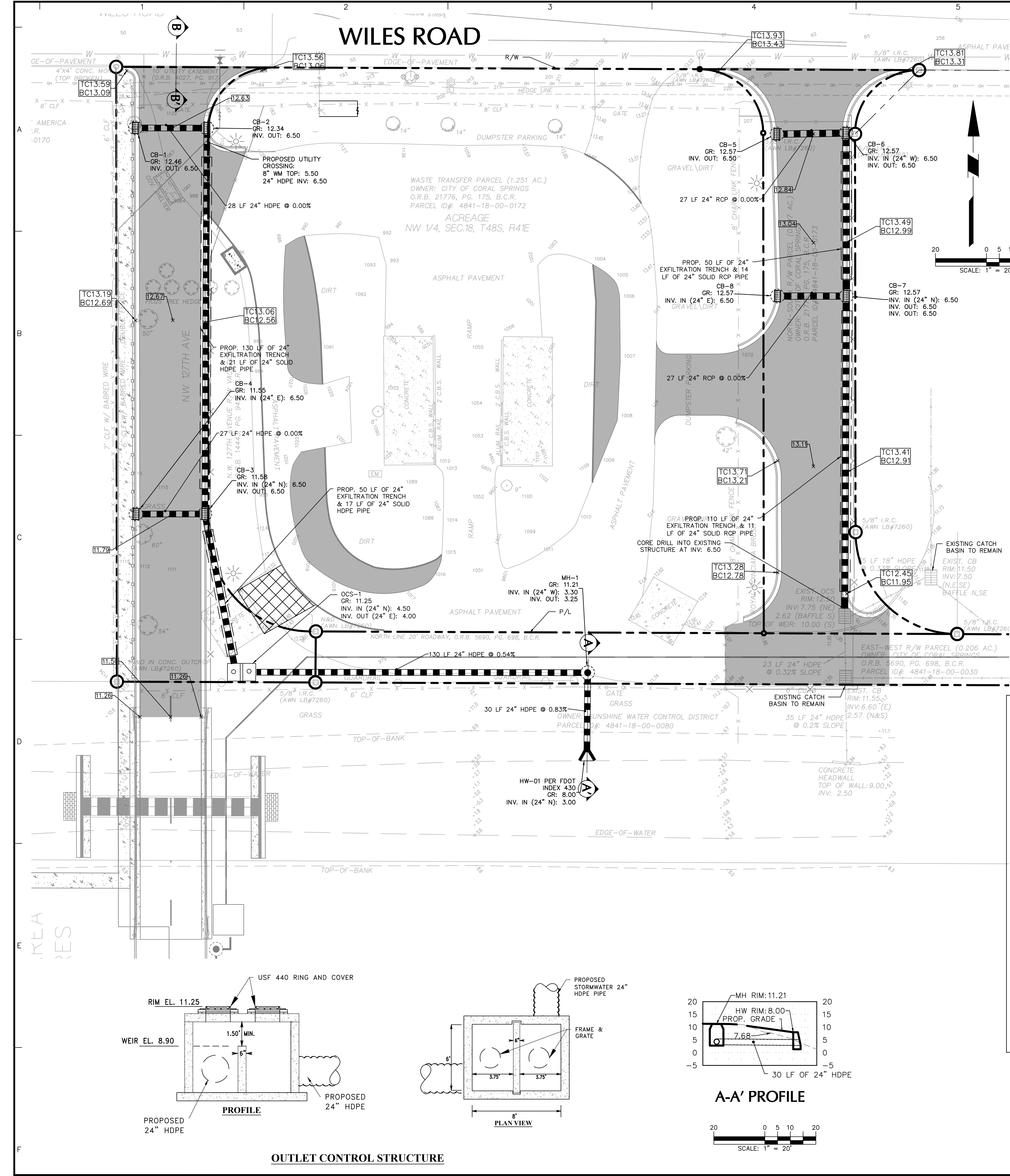
(1) All data referenced from Land Use Ordinance from Coral Springs.

- NOTES:**
- 1. EAST ACCESS ROAD IS TO BE CONSTRUCTED TO FIRST LIFT OF ASPHALT PRIOR TO THE WEST ACCESS ROAD.**
 - 2. ALL SIGNAGE AND LIGHTING SHALL REQUIRE SEPARATE BUILDING PERMITS.**
 - 3. DEVELOPER SHALL ADHERE TO ALL REQUIREMENTS AND CONDITIONS OF THE EXECUTED DEVELOPER'S AGREEMENT AND ACCESS AGREEMENT.**
 - 4. ALL STRIPING TO BE THERMOPLASTIC.**

PROJECT SCOPE:
TWO ACCESS DRIVEWAYS CONNECTING WILES
ROAD TO A PROPOSED TRAILER PARKING LOT
THROUGH AN EXISTING WASTE TRANSFER STATION.

Date	Description	No.
Revisions  72424		
Signature		Date
MICHAEL CARR PROFESSIONAL ENGINEER FL Lic. No. 72424		
LANGAN Langan Engineering and Environmental Services, Inc. 110 East Broward Boulevard, Suite 1500 Fort Lauderdale, FL 33301 T: 954.320.2100 F: 954.320.2101 www.langan.com FL CERTIFICATE OF AUTHORIZATION NO. 00006601LB8172LB8198		
Project FOUNDRY/CORAL SPRINGS/TRAILER PARKING OFFSITE IMPROVEMENTS CORAL SPRINGS		
BROWARD COUNTY		FLORIDA
Drawing Title		
SITE PLAN		
Project No.		Drawing No.
330104001		
Date		
08/24/2022		
Drawn By		
CRV		C-301
Checked By		
MPC		

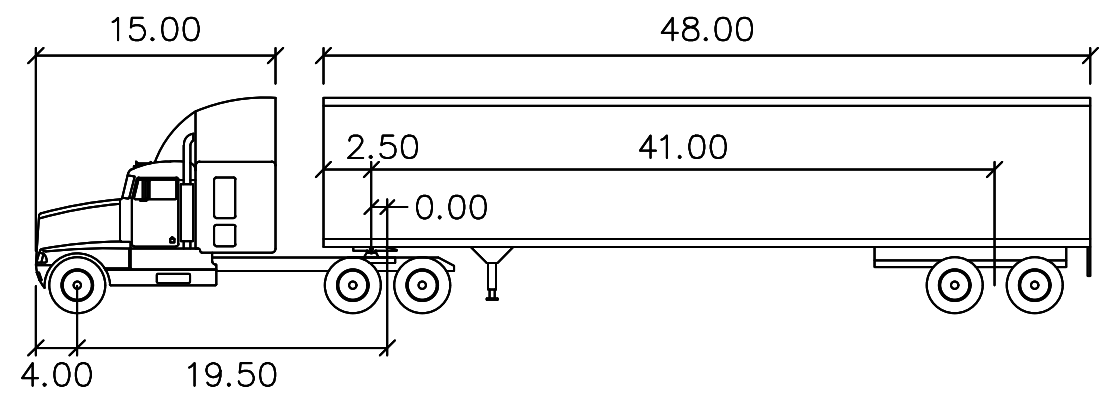
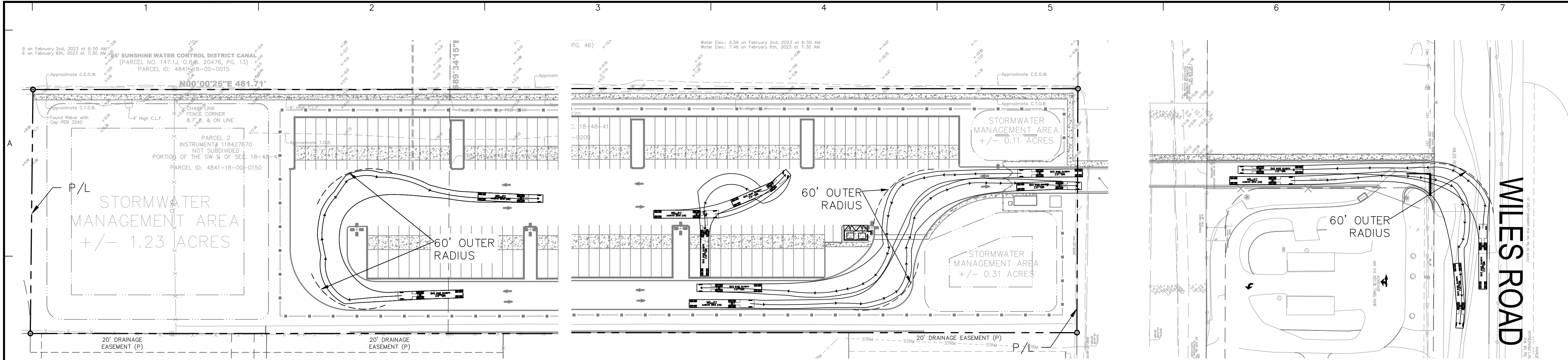
WILES ROAD



NOTES:

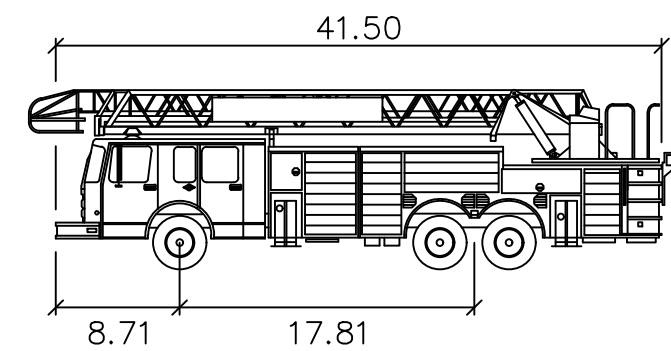
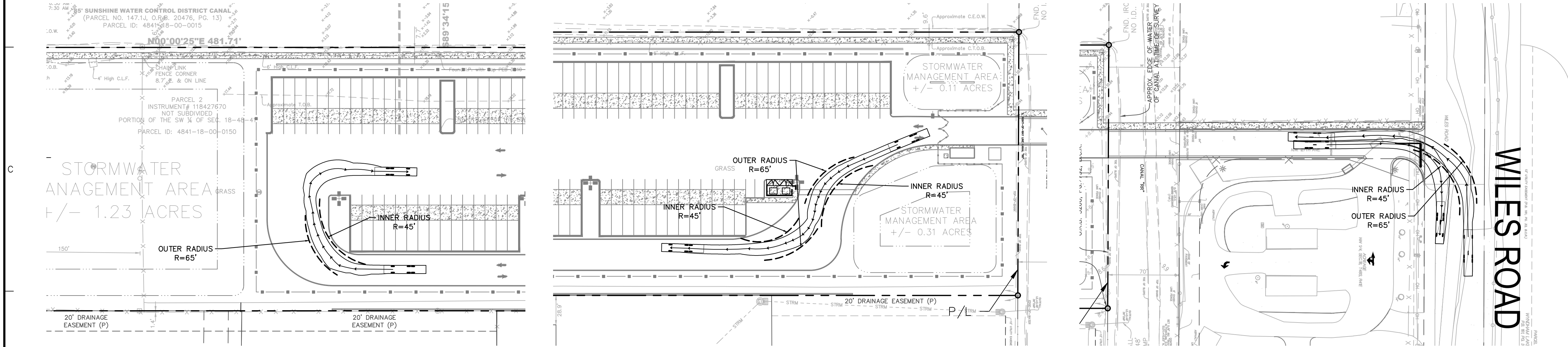
1. MINIMUM COVER FOR ALL UTILITIES TO BE AT LEAST 36" FROM FINISHED GRADE.
2. ALL DRAINAGE STRUCTURES AND PIPES ALONG THE WESTERN ACCESS ROAD, INCLUDING OCS-1, MH-1 AND HW-01, ARE TO BE MAINTAINED BY THE DEVELOPER.
3. ALL DRAINAGE STRUCTURES AND PIPES ALONG THE EASTERN ACCESS ROAD ARE TO BE MAINTAINED BY THE CITY OF CORAL SPRINGS.

Date	Description	No.
Revisions		
This item has been digitally signed and sealed by Michael Carr, P.E. on the date indicated in the seal. Printed Copies of this document are unsealed and the signature must be verified on any electronic copies.		
Signature: MICHAEL CARR PROFESSIONAL ENGINEER FL Lic. No. 72424		Date
LANGAN Langan Engineering and Environmental Services, Inc. 110 East Broward Boulevard, Suite 1500 Fort Lauderdale, FL 33301 T: 954.320.2100 F: 954.320.2101 www.langan.com FL CERTIFICATE OF AUTHORIZATION NO. 00006601LB8172LB8198		
Project: FOUNDRY/CORAL SPRINGS/TRAILER PARKING OFFSITE IMPROVEMENTS CORAL SPRINGS		
BROWARD COUNTY FLORIDA Drawing Title: PAVING, GRADING, AND DRAINAGE PLAN		
Project No.	Drawing No.	
330104001	C-400	
Date	08/24/2022	
Drawn By	CRV	
Checked By	MPC	



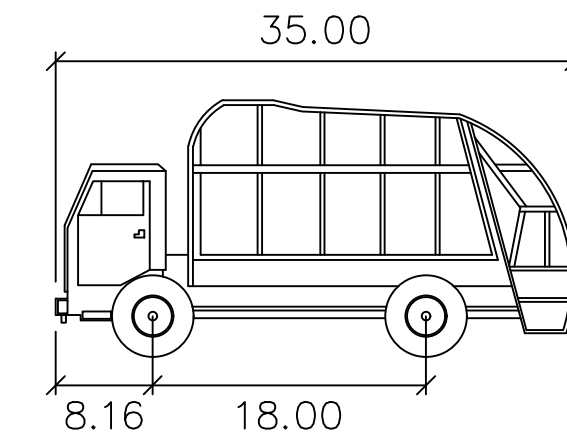
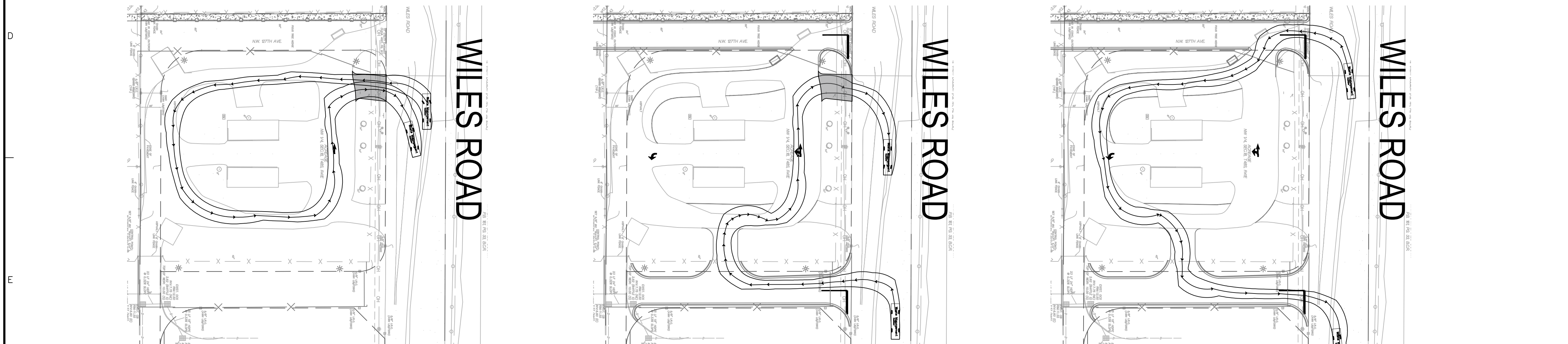
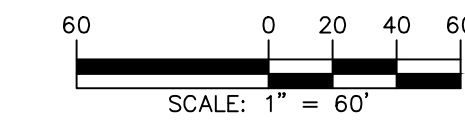
WB-62

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		



FIRE TRUCK

	feet
Width	: 8.00
Track	: 6.85
Lock to Lock Time	: 6.0
Steering Angle	: 45.0



GARBAGE TRUCK

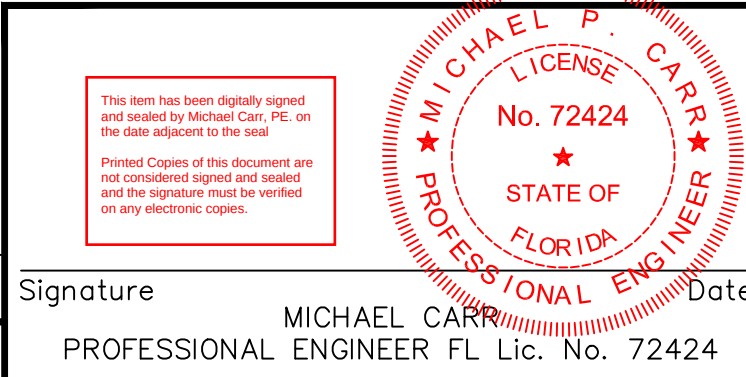
	feet
Width	: 8.20
Track	: 7.84
Lock to Lock Time	: 6.0
Steering Angle	: 41.8



GARBAGE TRUCK INGRESS/EGRESS
PRIOR CONSTRUCTION OF EAST
ACCESS ROAD

GARBAGE TRUCK INGRESS/EGRESS
POST CONSTRUCTION OF EAST
ACCESS ROAD

GARBAGE TRUCK INGRESS/EGRESS
POST CONSTRUCTION OF WEST
ACCESS ROAD



LANGAN

Langan Engineering and
Environmental Services, Inc.

110 East Broward Boulevard, Suite 1500
Fort Lauderdale, FL 33301

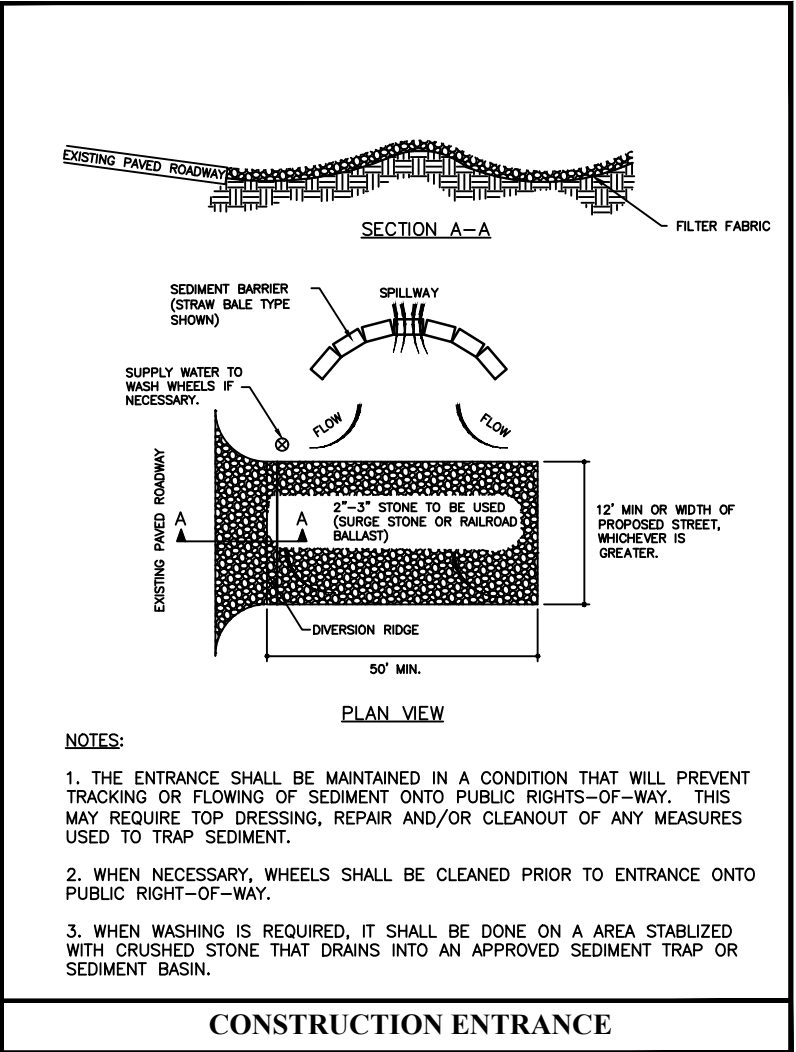
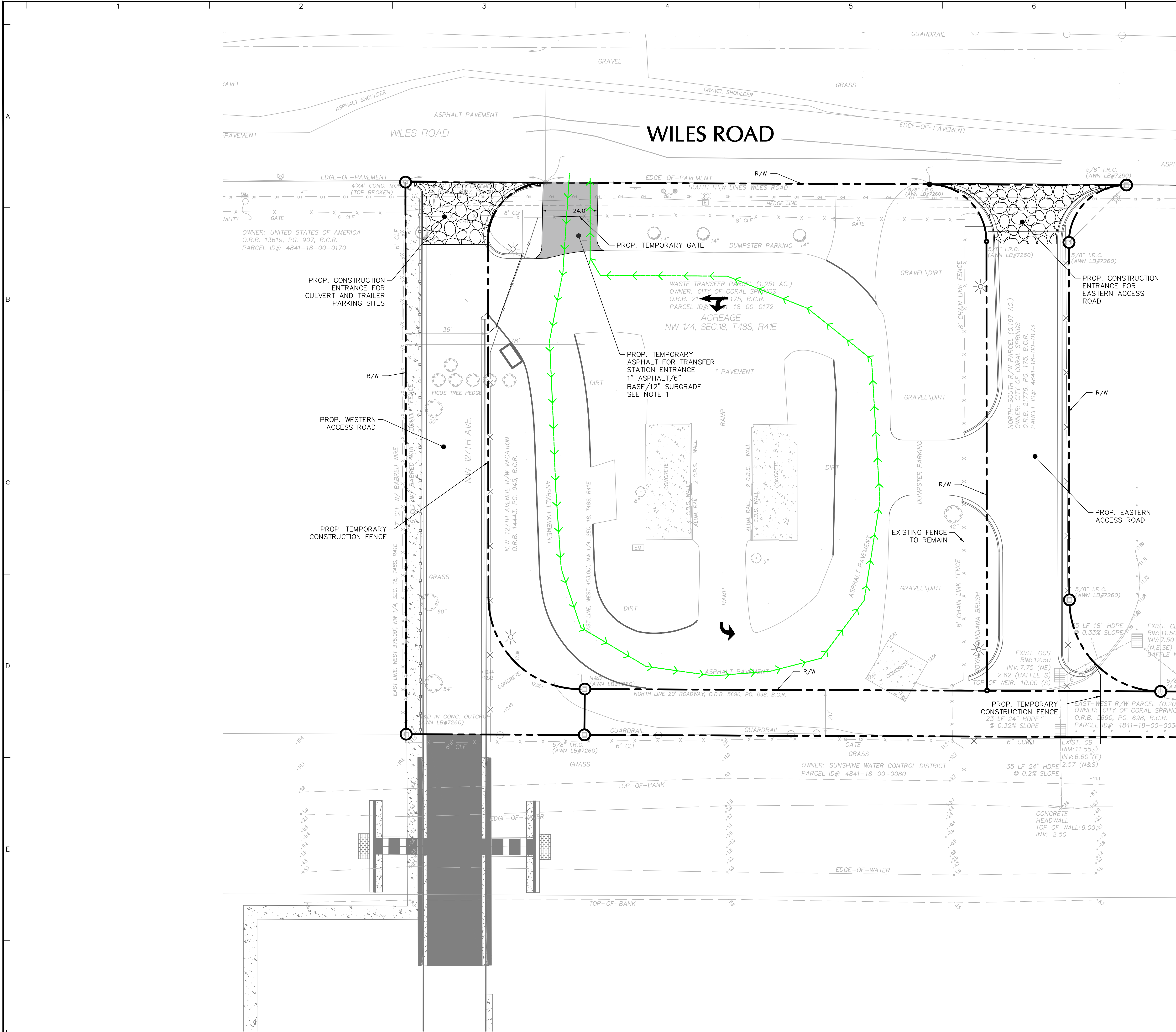
T:954.320.2100 F:954.320.2101 www.langan.com
FBPE REGISTRY NO. 00006601/LB8172/LB8198

Project
**FOUNDRY INDUSTRIAL
TRAILER PARKING &
STROAGE**

CORAL SPRINGS
BROWARD COUNTY FLORIDA

Drawing Title
**TURNING
MOVEMENTS**

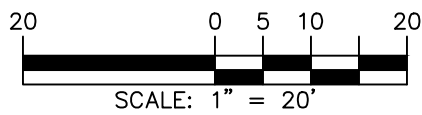
Project No. 330104001	Drawing No. C-600
Date 03/08/2022	
Drawn By CRV	
Checked By MPC	



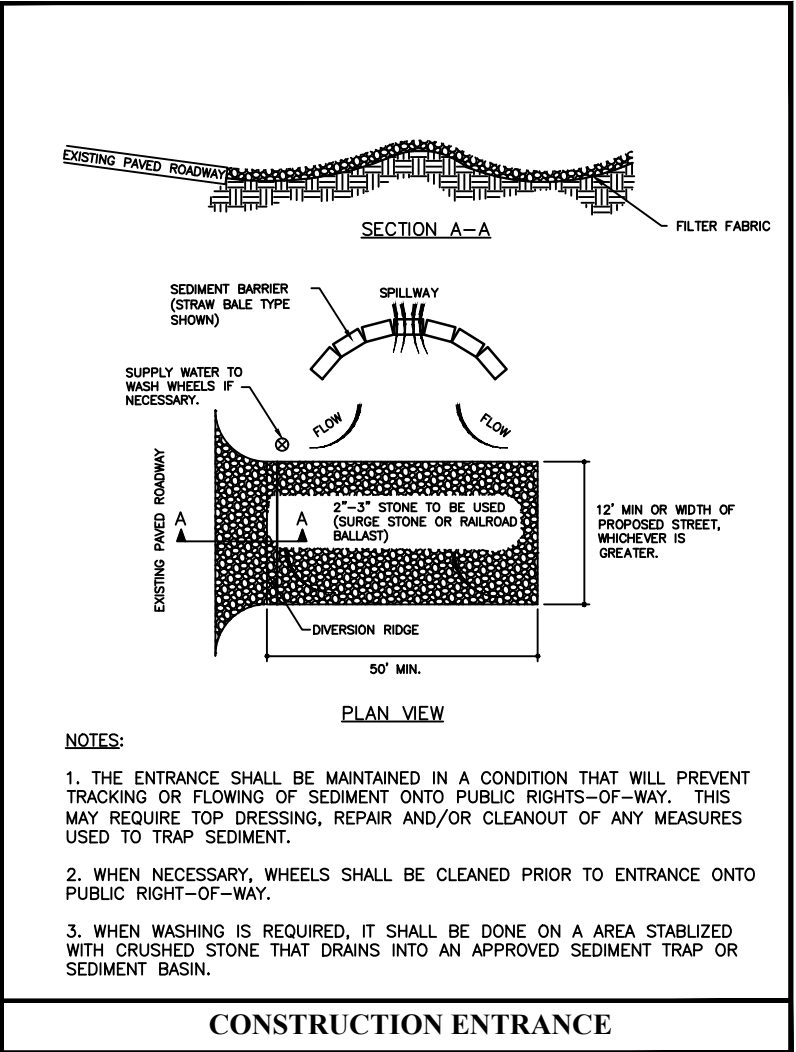
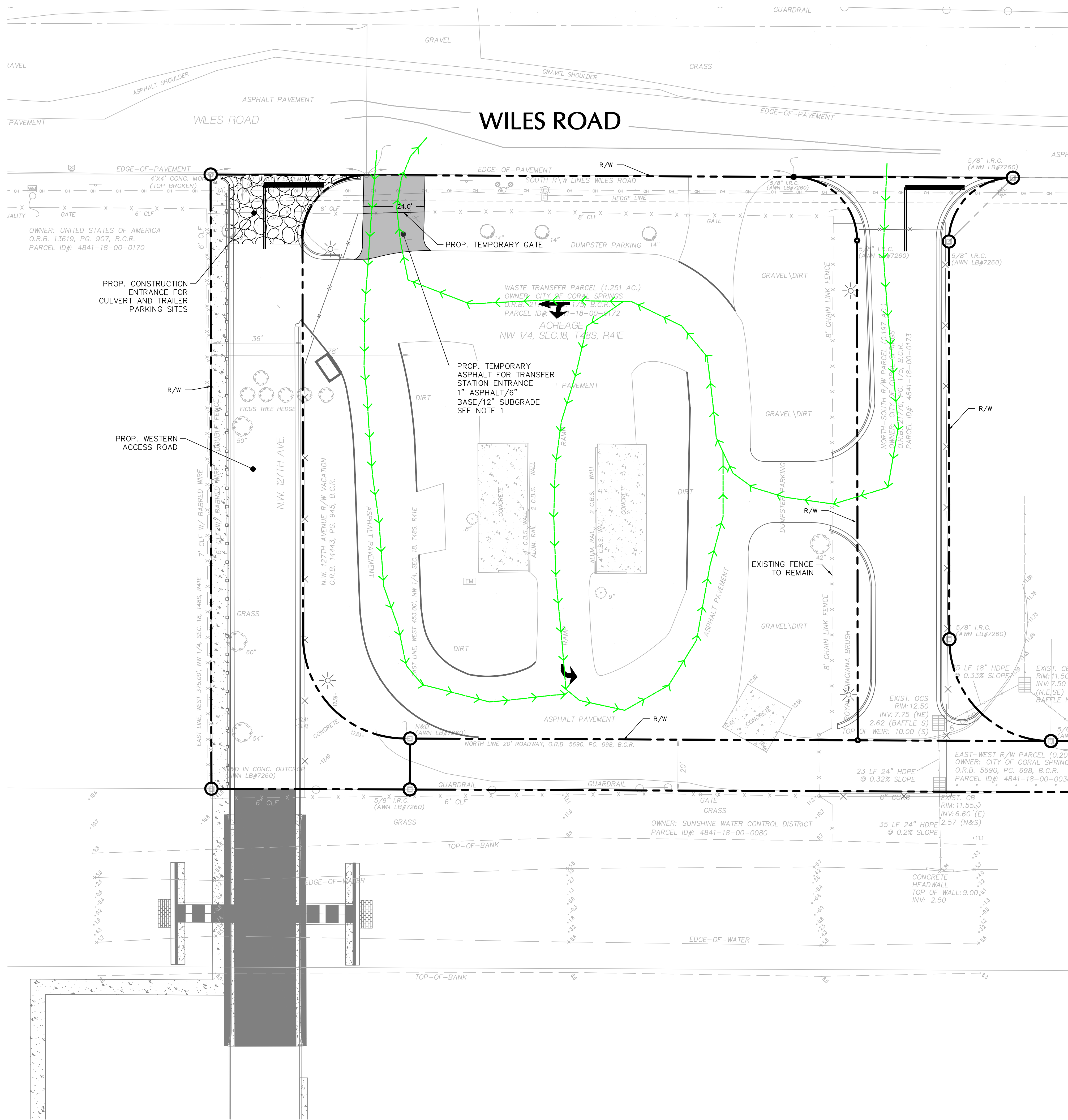
NOTE:

- TEMPORARY ACCESS FOR WASTE TRANSFER STATION DURING CONSTRUCTION WILL BE RESTORED TO ORIGINAL CONDITIONS, INCLUDING LANDSCAPE AND FENCING POST CONSTRUCTION OF THE ACCESS ROADS.
- WASTE TRANSFER STATION SITE TO REMAIN OPEN TO CITY RESIDENTS ON WEEKENDS DURING CONSTRUCTION PERIOD.

TEMPORARY WASTE TRANSFER STATION TRAFFIC FLOW PRIOR CONSTRUCTION OF ACCESS ROADS

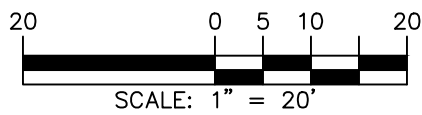


Date	Description	No.
Revisions		
The user has been digitally signed and sealed by Michael Carr, PE, on the date indicated in the seal. Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.		
Signature: MICHAEL CARR PROFESSIONAL ENGINEER FL Lic. No. 72424		
Date: 08/24/2022		
Project: FOUNDRY/CORAL SPRINGS/TRAILER PARKING OFFSITE IMPROVEMENTS CORAL SPRINGS		
BROWARD COUNTY FLORIDA		
Drawing Title: MOT PLAN (PRIOR CONSTRUCTION OF EAST ACCESS ROAD)		
Project No. 330104001	Drawing No. C-700	
Date 08/24/2022		
Drawn By CRV		
Checked By MPC		

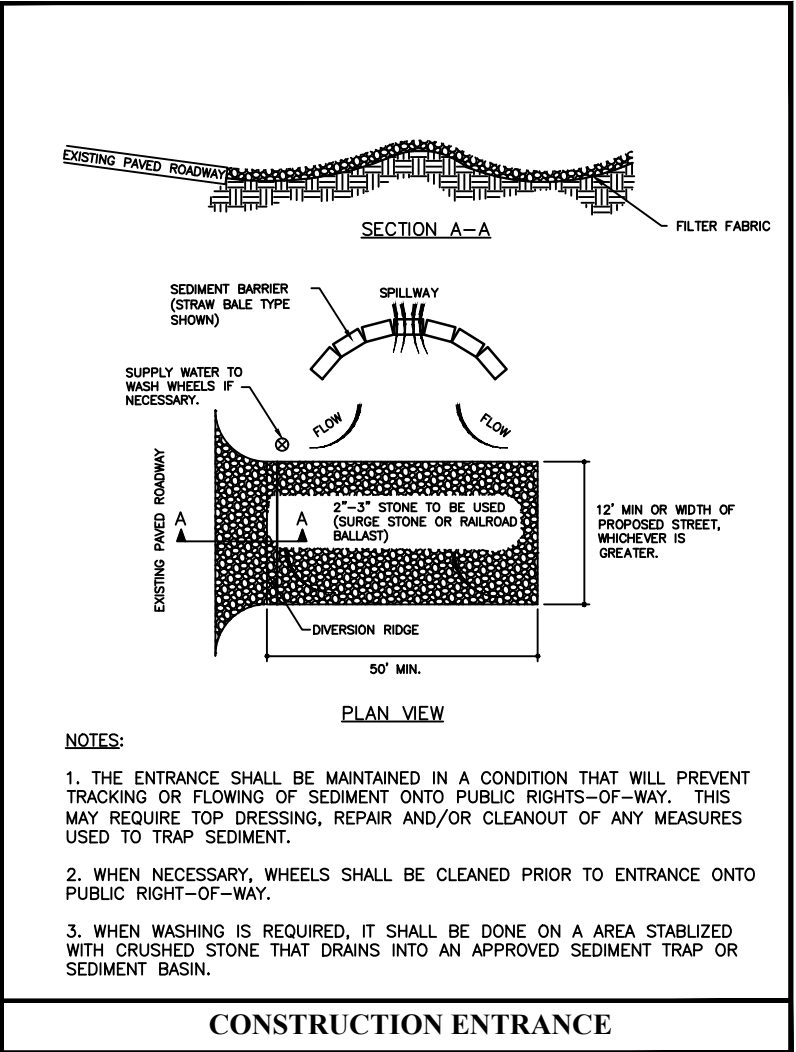
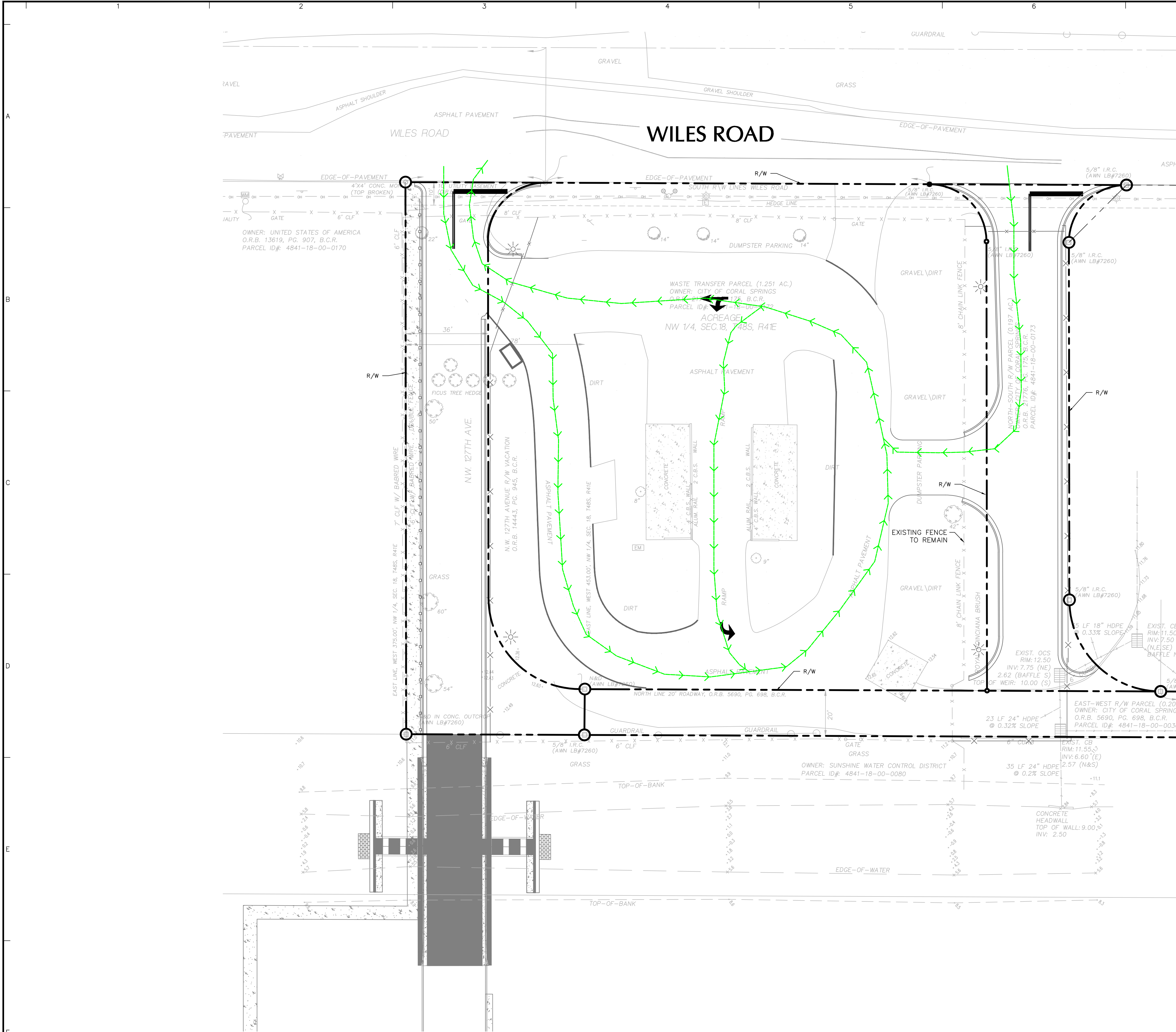


NOTE:
1. TEMPORARY ACCESS FOR WASTE TRANSFER STATION DURING CONSTRUCTION WILL BE RESTORED TO ORIGINAL CONDITIONS, INCLUDING LANDSCAPE AND FENCING POST CONSTRUCTION OF THE ACCESS ROADS.
2. WASTE TRANSFER STATION SITE TO REMAIN OPEN TO CITY RESIDENTS ON WEEKENDS DURING CONSTRUCTION PERIOD.

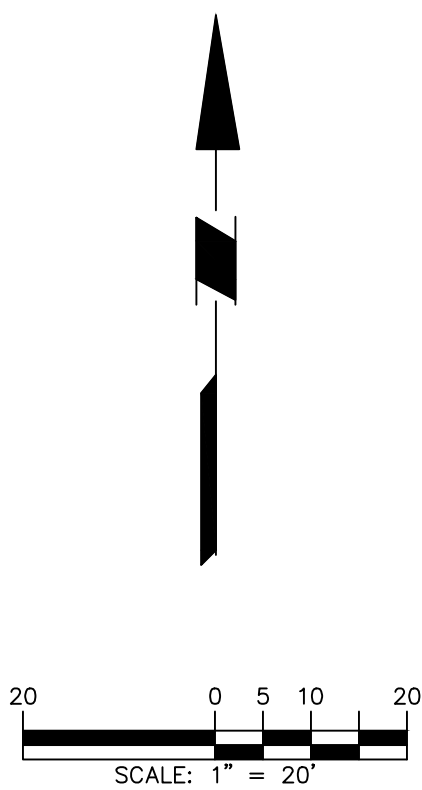
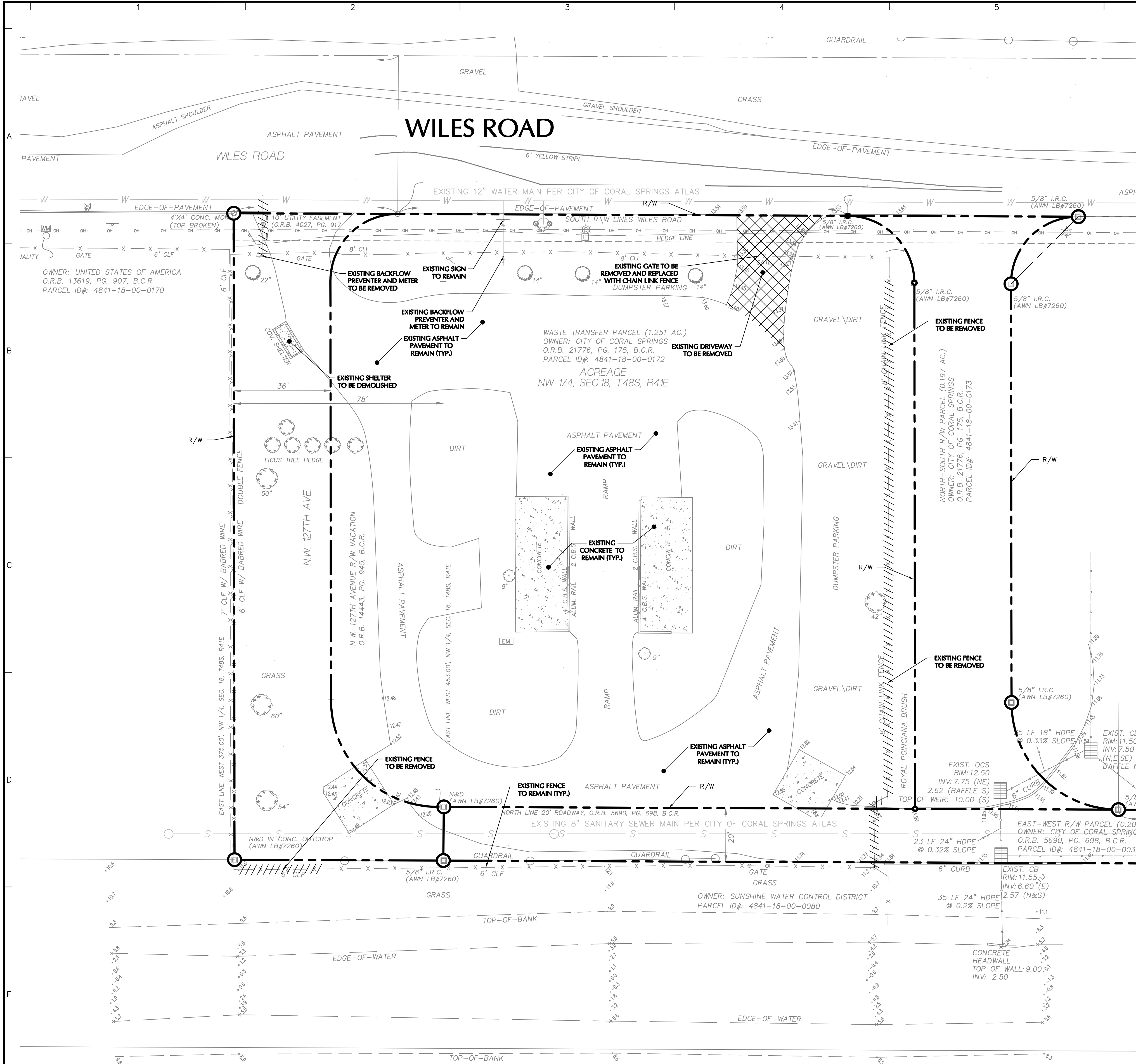
TEMPORARY WASTE TRANSFER STATION TRAFFIC FLOW DURING CONSTRUCTION



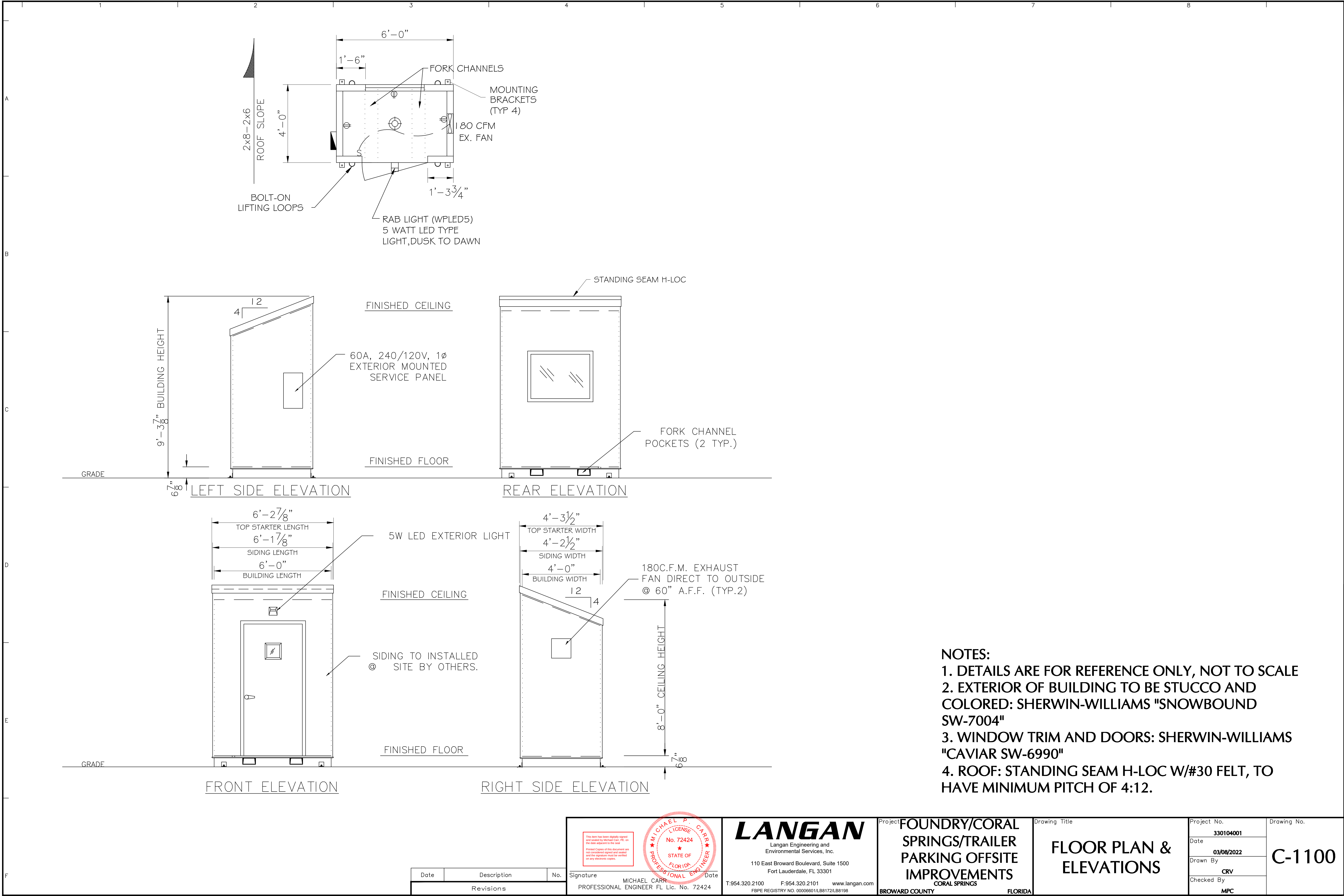
Date	Description	No.
Revision		
Revision 1		
This item has been digitally signed and sealed by Michael Carr, P.E. on the date adjacent to the seal. Physical Copies of this document are not development signed and sealed and the signature must be verified on any electronic copies.		
Signature: MICHAEL CARR PROFESSIONAL ENGINEER FL Lic. No. 72424		
Date: 08/24/2022		
Langan Engineering and Environmental Services, Inc. 110 East Broward Boulevard, Suite 1500 Fort Lauderdale, FL 33301		
T: 954.320.2100 F: 954.320.2101 www.langan.com FL CERTIFICATE OF AUTHORIZATION NO. 00006601/LB8172/LB8198		
Project: FOUNDRY/CORAL SPRINGS/TRAILER PARKING OFFSITE IMPROVEMENTS CORAL SPRINGS		
BROWARD COUNTY FLORIDA		
Drawing Title: MOT PLAN (POST-CONSTRUCTION OF EAST ACCESS ROAD)		
Project No. 330104001	Drawing No. C-701	
Date 08/24/2022		
Drawn By CRV		
Checked By MPC		



Date	Description	No.
Revisions		
This form has been digitally signed and sealed by Michael Carr, P.E., on the date adjacent to the seal. Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. MICHAEL P. CARR LICENSE No. 72424 STATE OF FLORIDA PROFESSIONAL ENGINEER		
Signature MICHAEL CARR PROFESSIONAL ENGINEER FL Lic. No. 72424		Date
LANGAN Langan Engineering and Environmental Services, Inc. 110 East Broward Boulevard, Suite 1500 Fort Lauderdale, FL 33301 T: 954.320.2100 F: 954.320.2101 www.langan.com FL CERTIFICATE OF AUTHORIZATION NO. 00006601/LB8172/LB8198		
ProjectFOUNDRY/CORAL SPRINGS/TRAILER PARKING OFFSITE IMPROVEMENTS CORAL SPRINGS		
BROWARD COUNTY		FLORIDA
Drawing Title		
MOT PLAN (POST-CONSTRUCTION OF WEST ACCESS ROAD)		
Project No. 330104001		Drawing No. C-702
Date 08/24/2022		
Drawn By CRV		
Checked By		
MPC		



Date	Description	No.
Revisions		
This item has been digitally signed and sealed by Michael Carr, P.E., on the date depicted in the table. Printed Copies of this document are not considered signed and sealed until the signature must be verified on any electronic copies.	★ MICHAEL P. CARR ★ LICENSE No. 72424 ★ STATE OF FLORIDA ★ PROFESSIONAL ENGINEER	
Signature	MICHAEL CARR	Date
PROFESSIONAL ENGINEER FL Lic. No. 72424		
LANGAN Langan Engineering and Environmental Services, Inc. 110 East Broward Boulevard, Suite 1500 Fort Lauderdale, FL 33301 T: 954.320.2100 F: 954.320.2101 www.langan.com FL CERTIFICATE OF AUTHORIZATION NO. 00006601/LB8172/LB8198		
Project FOUNDRY/CORAL SPRINGS/TRAILER PARKING OFFSITE IMPROVEMENTS CORAL SPRINGS		
BROWARD COUNTY FLORIDA		
Drawing Title		
DEMOLITION PLAN		
Project No.		Drawing No.
330104001		C-800
Date		
03/09/2023		
Drawn By		
CRV		
Checked By		
MPC		



- NOTES:
1. DETAILS ARE FOR REFERENCE ONLY, NOT TO SCALE
 2. EXTERIOR OF BUILDING TO BE STUCCO AND COLORED: SHERWIN-WILLIAMS "SNOWBOUND SW-7004"
 3. WINDOW TRIM AND DOORS: SHERWIN-WILLIAMS "CAVIAR SW-6990"
 4. ROOF: STANDING SEAM H-LOC W/#30 FELT, TO HAVE MINIMUM PITCH OF 4:12.

Date	Description	No.
Revisions		

This seal has been digitally signed and sealed by Michael Carr, P.E., on the date subject to the seal.

Project: 330104001

Michael Carr, P.E.

Professional Engineer

State of Florida

License No. 72424

Signature

Michael Carr

Professional Engineer FL Lic. No. 72424

Date

03/08/2022

LANGAN

Langan Engineering and Environmental Services, Inc.

110 East Broward Boulevard, Suite 1500

Fort Lauderdale, FL 33301

T: 954.320.2100 F: 954.320.2101 www.langan.com

FBPE REGISTRY NO. 00006601/LB8172/LB8198

Project

FOUNDRY/CORAL SPRINGS/TRAILER PARKING OFFSITE IMPROVEMENTS

CORAL SPRINGS

BROWARD COUNTY

FLORIDA

Drawing Title

FLOOR PLAN & ELEVATIONS

Project No.

330104001

Date

03/08/2022

Drawn By

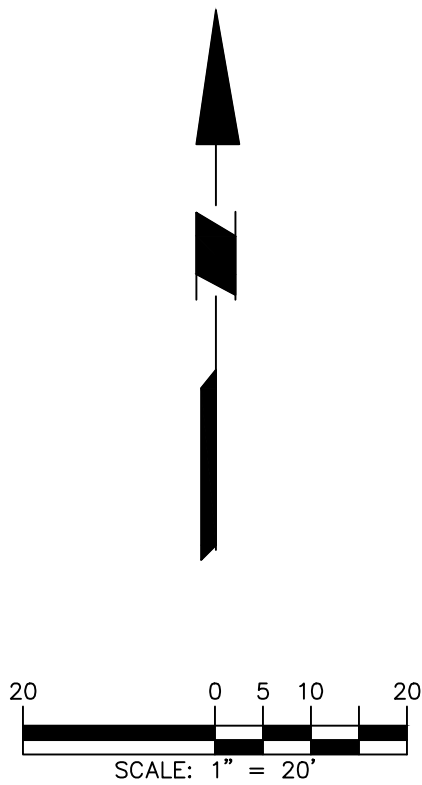
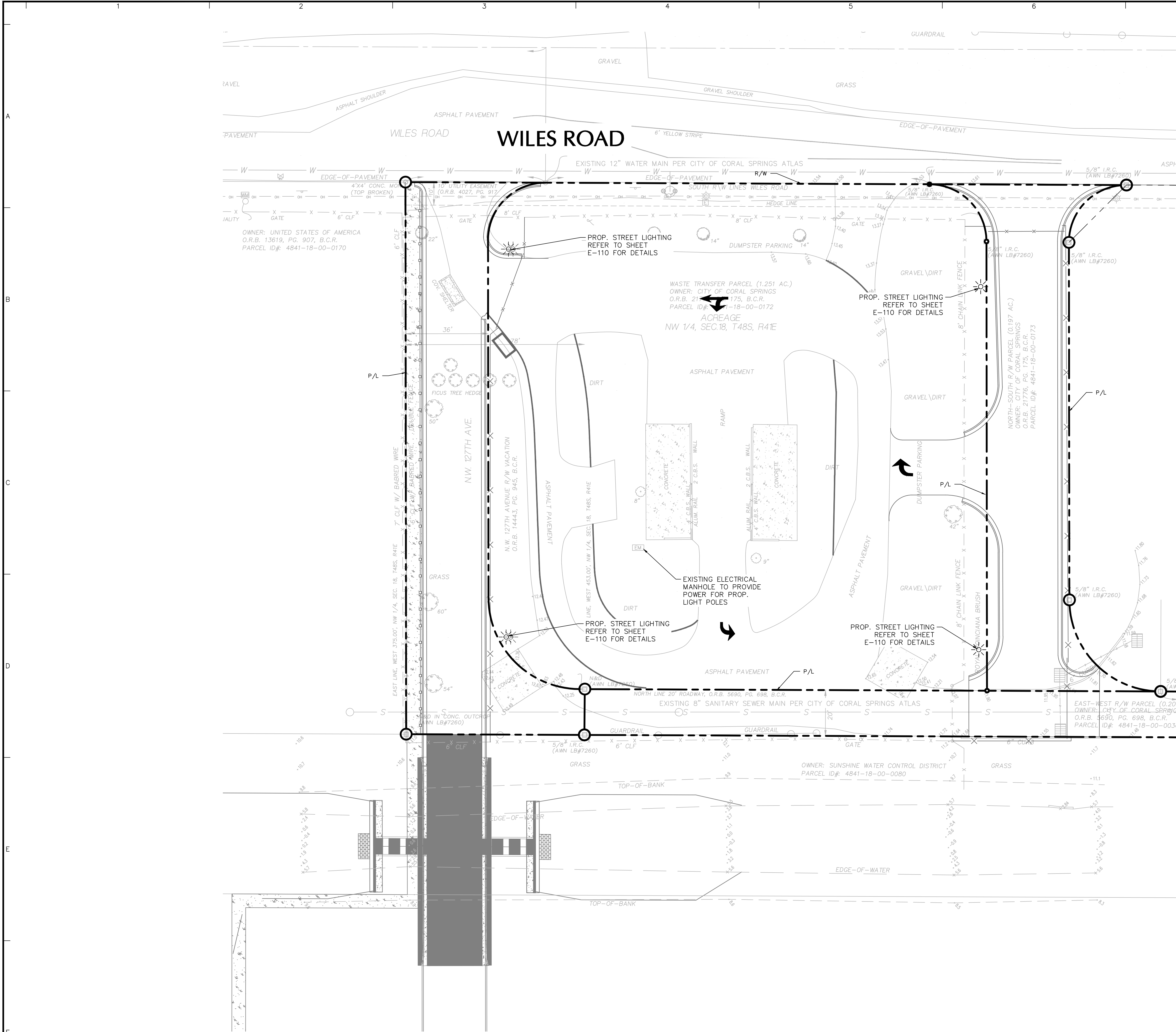
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Checked By

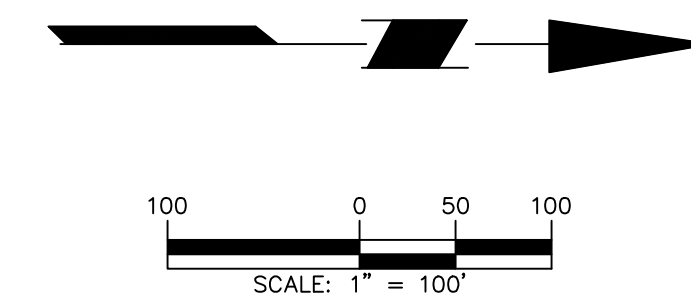
MPC

Drawing No.

C-1100



Date	Description	No.
Revisions		
This form has been digitally signed and sealed by Michael Carr, P.E. on the date indicated in the seal. Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. ★ MICHAEL CARR ★ LICENSE No. 72424 STATE OF FLORIDA PROFESSIONAL ENGINEER		
Signature MICHAEL CARR PROFESSIONAL ENGINEER FL Lic. No. 72424		Date
LANGAN Langan Engineering and Environmental Services, Inc. 110 East Broward Boulevard, Suite 1500 Fort Lauderdale, FL 33301 T: 954.320.2100 F: 954.320.2101 www.langan.com FL CERTIFICATE OF AUTHORIZATION NO. 00006601/LB8172/LB8198		
Project FOUNDRY/CORAL SPRINGS/TRAILER PARKING OFFSITE IMPROVEMENTS CORAL SPRINGS		
BROWARD COUNTY		FLORIDA
Drawing Title PUBLIC SAFETY/SECURITY PLAN		
Project No. 330104001		Drawing No. C-2000
Date 08/24/2022		
Drawn By CRV		
Checked By MPC		



- 10/10

Project No. 330104001	Drawing No.
Date 03/08/2022	FIG. 01
Drawn By CRV	
Checked By MPC	

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that FOF CORAL SPRINGS OWNER, LLC, a Delaware limited liability company, successor in interest to Sawgrass Development Partners, LLC, a Florida limited liability company, having a principal address of 120 East Palmetto Park Road, Suite 200, Boca Raton, Florida 33432, hereinafter called GRANTOR, which term shall include the singular or plural as the context shall require, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by CITY OF CORAL SPRINGS, a municipal corporation of the State of Florida, hereinafter called GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the GRANTEE, its successors and assigns, the following improvements:

(1) a new twenty four foot (24') access drive along the west side of the City Property ("West Access") (2) a new twenty four foot (24') access drive along the east side of the City Property ("East Access") (3) with new type F curbing along the East Access, West Access and other areas called out on the Site Plan; (4) a new guard house; (5) a new chain link fence and gates as identified on the Site Plan; (6) drainage facilities and lighting as identified on the Site Plan and in the Engineer's Opinion of Probable Cost; (7) a new 5 foot (5') concrete sidewalk on the west end of the City Property connecting to a bridge or culvert (as approved and permitted by the SWCD) crossing the canal which will terminate on Developer Property ("Greenway Connection"). The defined terms above are the same terms defined in Paragraph 3 of that certain Development Agreement and Access Easement dated October 21, 2020, between Sawgrass Development Partners, LLC, a Florida limited liability company and GRANTEE, as assigned to the GRANTOR herein.

All the above Improvements were built and constructed at the described locations and are more particularly shown on the Site Plan attached hereto as Exhibit "A" and made a part hereof.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever.

GRANTOR does covenant to and with the GRANTEE, its successors and assigns, that GRANTOR is the lawful owner of the above described; that said property is free from all encumbrances; that GRANTOR has good right to sell the same aforesaid; that the GRANTOR will warrant and defend the sale of said property unto the GRANTEE, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this 29th day of August, 2024.

WITNESSETH:

Isabella Moore

Signature

Isabella Moore

Print Name

Emily A.

Signature

Emily Alonso

Print Name

GRANTOR:

FOF CORAL SPRINGS OWNER, LLC,
a Delaware limited liability company

By: [Signature]

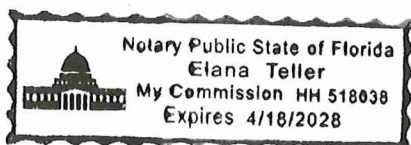
Name: Jonathan Balthrop

Title: Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of August, 2024 by Jonathan Balthrop as Vice President of **FOF CORAL SPRINGS OWNER, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me. ~~or has produced~~ as identification.

(NOTARY SEAL)



[Signature]
Notary Public - State of Florida

Print Name: Elana Teller

Commission Number: HH518038

Commission Expires: 4/18/2028

EXHIBIT “A”

Exhibit “A”

DEVELOPMENT AGREEMENT AND ACCESS EASEMENT

This Development Agreement ("Agreement") is made and entered into this 21 day of October, 2020, by and between SAWGRASS DEVELOPMENT PARTNERS, LLC, a Florida limited liability company, having a principal address of 2055 US Highway 1, Vero Beach, Florida 32960 ("Developer"), its successors and assigns, and the CITY OF CORAL SPRINGS, a municipal corporation of the State of Florida, having an address of 9500 West Sample Road, Coral Springs, Florida, 33065 ("City") (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, Developer is the owner of the +/- 16.164 acre property, generally located east of the Sawgrass Expressway, and at the southwest corner of the Sunshine Water Control District's Canal "RR", as identified by parcel ID numbers 4841-18-00-0200 and 4841-1800-0150, and as further described in Exhibit "A", attached hereto and made a part hereof ("Developer Property"); and

WHEREAS, City owns certain properties generally located on the south side of Wiles Road, identified by parcel ID numbers 4841-18-00-0172, 4841-18-00-0173, and 4841-18-00-0030, and commonly known as the Coral Springs Waste Transfer Station ("City Property"); and

WHEREAS, Developer Property is currently vacant and does not have legal access to an adjacent right-of-way; and

WHEREAS, on June 12, 2019, the Developer entered into a Brownfield Site Rehabilitation Agreement ("BSRA") with Broward County ("County") pursuant to Florida Statutes Section 376.80(5) specifying requirements for environmental remediation of the Developer Property ("Environmental Remediation"); and

WHEREAS, Developer is in full compliance with the BSRA and all corresponding requirements for Environmental Remediation; and

WHEREAS, on November 18, 2019, the County approved the Developer's request for a "No Further Action" designation in light of successful completion of the all Environmental Remediation subject to abandonment of groundwater monitoring wells that were installed for the purpose of ensuring compliance with the Environmental Remediation process; and

WHEREAS successful completion of all Environmental Remediation requirements, to be evidenced by issuance of a Site Rehabilitation Completion Order ("SRCO") by the County pursuant to the applicable criteria under Florida Statutes and the Florida Administrative Code, and access to Wiles Road will return the Developer Property to productive reuse, create more tax revenue for the City, and lead to increased job creation and economic productivity; and

WHEREAS, the City currently operates a resident bulk trash depository consisting of at least three (3) dumpsters on the City Property ("Transfer Station"); and

WHEREAS, Wiles Road is a County road that provides legal access to the City Property; and

WHEREAS, Developer desires to construct improvements over the City Property in accordance with the Site Plan and Engineer's Opinion of Probable Cost attached hereto as Exhibit "B" ("Site Plan and Engineer's Opinion of Probable Cost") and obtain from the City a perpetual public ingress/egress easement over a portion of the City Property in order to provide legal access to the Developer Property.

NOW, THEREFORE, for and in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. Access Easement. Subject to the terms and conditions contained herein, the City hereby agrees to grant a perpetual public ingress/egress easement over, on, upon and across the new West Access (as defined in Paragraph 3, below) for the purpose of providing non-exclusive perpetual legal access to the Developer Property from Wiles Road ("Access Easement"). Developer shall file an application for dedication of easement upon the successful completion of work identified in the Site Plan. The application shall include a final, signed and sealed, sketch and legal description of the West Access and shall also include a copy of the "No Further Action" letter and Site Rehabilitation Completion Order for the Developer Property. Upon receipt of a complete application, the City will bring the Access Easement with a corresponding Resolution to the City Commission for final approval. All costs for the recording of the Resolution and Access Easement shall be paid by Developer. Developer shall be responsible for obtaining any and all approvals and permits from the County necessary to secure access from Wiles Road. Developer shall be further responsible for obtaining any and all approvals and permits necessary from the Sunshine Water Control District ("SWCD") for the construction and installation of the proposed culvert connecting the Developer Property to the City Property. Developer shall also be responsible for obtaining any and all dedications of lands or easements necessary for the public to legally traverse the culverted connection between the City Property and Developer Property.

3. Improvements. Developer hereby agrees to design, construct and install the following improvements to the City Property at its sole cost and expense (all improvements are depicted and more specifically identified on the Site Plan and in the Engineer's Opinion of Probable Cost, attached hereto as Exhibit "B"): (1) a new twenty four foot (24') access drive along the west side of the City Property ("West Access"); (2) a new twenty four foot (24') access drive along the east side of the City Property ("East Access"); (3) with new type F curbing along the East Access, West Access and other areas called out on the Site Plan; (4) a new guard house; (5) a new chain link fence and gates as identified on the Site Plan; (6) drainage facilities and lighting as identified on the Site Plan and in the Engineer's Opinion of Probable Cost; (7) a new 5 foot (5') concrete sidewalk on the west end of the City Property connecting to a bridge or culvert (as approved and permitted by the SWCD) crossing the canal which will terminate on Developer Property ("Greenway Connection") (items (1) through (7) above are collectively referred to as the "Improvements"). Developer acknowledges that the design, construction and installation of the Improvements shall be completed to the satisfaction of the City and in accordance with all applicable laws. Developer acknowledges that the Engineer's Opinion of Probable Costs is included solely to supplement the Site Plan with additional details and as such it shall not be considered as constituting a maximum cost to the Developer for designing, constructing, and installing the Improvements. All design, construction and installation of the Improvements shall conform to the Site Plan, as it may be amended from time to time by Developer with approval by the City, such approval to be in the City's sole discretion. The parties agree that the primary purpose of the City Property is the operation of the resident bulk trash depository and any change to the Site Plan which results in a hardship to the City for the continued use and operation of the City Property for such purpose shall constitute grounds for termination of this Agreement for

cause, as further provided in Section 12. The parties further agree that the City may change the use and/or purpose of the City Property at any time in its sole discretion, so long as the Access Easement is maintained.

The parties agree that the Greenway Connection, consisting of an ADA compliant five foot (5') concrete sidewalk or asphalt path, and bridge if necessary, will be included in the design and construction to provide a connection between City Property and Developer Property on the south side of the existing SWCD Canal RR in the western area of the City that would establish a mobility loop generally in the areas bounded by Atlantic Boulevard to the south, Sample Road to the north, the Sawgrass Expressway to the west and NW 124th Avenue to the east ("Greenway Trail"). The City continues to explore options that will allow for walker, hiker, jogger, and bicycle rider access through various properties located within the Coral Springs Industrial Park and may need a perpetual pedestrian access easement on Developer Property for such purposes. In the event City's plans for the Greenway Trail require access through the Developer Property, the parties agree to work in good faith and make all reasonable efforts in order to identify an appropriate and safe location (which shall include a guardrail or other protective barrier if located adjacent to a vehicular travelway) for and establish a pedestrian access easement so the City may construct the Greenway Trail on the Developer Property.

Developer acknowledges that all Improvements must be successfully completed as evidenced by final completion / inspection as determined by the Engineer of Record no later than five (5) years from the date of execution of this Agreement (subject, however, to delays from Force Majeure Events (defined below), and delays caused by the City, its agents, employees or contractors). "Force Majeure Events" mean causes, conditions, events or circumstances which are beyond the reasonable control of the Developer, including, without limitation, strikes, lockouts,

labor disputes, acts of God, acts of war, terrorist acts, pandemics, epidemics, states of emergency, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions or orders, civil commotions, fire or other casualty.

Notwithstanding the foregoing, upon receipt of written notice from City that it has secured all land, easements and other rights necessary to complete the Greenway Trail, Developer shall be required to commence construction of the Greenway Connection within four (4) months of receipt of such notice (subject, however, to delays directly caused by the City, its agents, employees or contractors, or other governmental agencies required for the review and issuance of any permits associated with the Greenway Connection).

4. License over City Property. The City hereby grants to Developer a license over the City Property in order to allow for construction and installation of the Improvements ("License"). The License shall be used solely for temporary access to the City Property in order to complete the Improvements as identified on the Site Plan. Once Developer has secured the necessary permits from the City, County, SWCD or any other necessary regulatory agency, and Developer has completed construction of the Improvements and received final inspection approval from said agencies, the License shall immediately terminate and be of no further force or effect.

5. Permits for Improvements. Developer acknowledges that permits must be applied for and obtained from the City, County, SWCD or any other necessary regulatory agency prior to commencing construction and/or installation of the Improvements, and that this Agreement does not in any way waive any applicable building or construction ordinances, codes, fees or requirements of the City or other governmental agency. City hereby agrees to review construction plans and provide comments at sixty percent (60%) and ninety percent (90%) completion.

Developer shall also provide City as-built plans upon final completion. Developer shall reimburse the City for any plan review and inspections required to be performed by a City consultant.

6. Construction Phasing. Developer agrees to complete construction of the proposed new East Access prior to commencing construction of the proposed new West Access.

7. Construction Management. Developer and City hereby acknowledge and agree that the Transfer Station on the City Property shall remain available to City residents on weekends during the period Developer is constructing the Improvements on the City Property. Developer and City shall agree to a Maintenance of Traffic ("MOT") plan prior to the issuance of permits for the Improvements. The MOT plan shall include descriptions as to how traffic will enter from Wiles Road, how traffic will traverse the City Property and Developer Property, and how traffic will exit back onto Wiles Road.

8. Bill of Sale. Upon completion of the Improvements, Developer agrees to provide the City with a bill of sale in a form similar to that attached hereto as Exhibit "C" ("Bill of Sale"). City hereby acknowledged and agrees that upon receipt and acceptance of the Bill of Sale by the Coral Springs City Commission, City shall be responsible for the operation and maintenance of all Improvements constructed by Developer over the City Property. Developer further agrees to provide a one-year warranty following completion of construction for all Improvements on the City Property.

9. Environmental Remediation. Developer acknowledges and agrees to continue to fully abide by the existing BSRA, which includes successful completion of the Environmental Remediation on the Developer Property as will be evidenced by issuance of an SRCO by the County pursuant to the applicable criteria under Florida Statutes and the Florida Administrative Code.

10. Indemnification. Developer hereby agrees to indemnify and hold harmless the City and its elected officials, officers, employees and agents, from and against any and all third party claims, suits, losses, damage, or injury to persons or property arising out of the existence, installation or Developer's use of the Improvements, including but not limited to claims related to the carelessness, negligence or improper conduct, act or omission of Developer, or any servant, agent, sub-licensee or employee of Developer. Developer further covenants and agrees to indemnify and hold harmless the City and its elected officials, officers, employees and agents, from any and all claims, suits, losses or damages arising from entering into or implementing this Agreement. Developer's indemnity and hold harmless obligations in this Section 10 will exclude all claims, suits, losses, damages and injuries arising from the negligence or willful misconduct of any of the City indemnified parties, and will expire on the earlier of (i) 12 months following Developer's completion of the Improvements, or (ii) any termination of this Agreement.

11. Insurance.

11.01 Developer shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. Developer agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non owned and hired automobiles and other vehicles used by Developer in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements: \$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements: \$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

11.02 UPON EXECUTION, DEVELOPER SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF DEVELOPERS UNDER THE AGREEMENT.

Insurance companies selected must be acceptable to City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to City by certified mail.

11.03 These insurance requirements shall not relieve or limit the liability of Developer. City does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Developer's interests or liabilities but are merely minimum requirements established by City's Risk Management Coordinator. City reserves the right to require any other insurance coverages that City deems necessary depending upon the risk of loss and exposure to liability.

11.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

11.05 Developer shall require each of its subcontractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and Developer shall provide verification thereof to City upon request of City.

11.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

11.07 Developer shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

11.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which City is named as an additional named insured shall not apply to City. City shall provide written notice of occurrence within fifteen (15) working days of City's actual notice of such an event.

11.09 Developer shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

11.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and City, at its sole discretion, may cancel the Agreement and all rights, title and interest of Developer shall thereupon cease and terminate.

12. Termination. In the event Developer shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, City shall give Developer written notice by certified mail of the default and require that such default shall be corrected within thirty (30) calendar days thereof (provided, however, if such default is of a nature that it cannot be completely remedied within 30 days, then so long as Developer has commenced to remedy the default within the 30-day period, Developer will have such additional time as is reasonable under the circumstances to cure the default so long as Developer is diligently prosecuting the cure to completion and taking all steps necessary to remedy such default as soon thereafter as is commercially practicable). In the event Developer has failed to correct the condition(s) of the default or the default is not remedied to the reasonable satisfaction and approval of City within

such 30-day period (as it may be extended pursuant to this Section 12), then so long as the default is continuing and remains uncured, City shall have all legal remedies available to it, including, but not limited to, termination of this Agreement by written notice to Developer prior to the date Developer cures the default, in which case Developer shall be liable for any and all actual damages permitted by law arising from the default and breach of this Agreement.

13. Development Approvals. Developer acknowledges that this Agreement does not confer any use approval by the City upon Developer or the Developer Property. Developer shall be responsible for pursuing all entitlements required for future development or use of the Developer Property. Developer hereby agrees to process a minor site plan amendment for the City Property in order to reflect the Improvements on the Site Plan at the time Developer processes a future site plan and use approval for the Developer Property.

14. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the Parties and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as contained herein. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by the Parties hereto, or their respective successors in interest.

15. Successors and Assigns. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, and shall likewise burden each party according to the terms hereof. This Agreement may not be assigned, in whole or in part by any party, without the consent of the other party, and such written consent shall not be unreasonably withheld.

16. Binding Effect. The provisions of this Agreement shall be deemed covenants running with the Property and shall be binding upon the Parties, their successors and assigns who shall be jointly and severally liable for the obligations of the Agreement.

17. Severability. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one in the same instrument.

19. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the Parties in any manner pertaining to this Agreement shall be held in the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida.

20. Scrutinized Companies. Developer understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with City if Developer is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, Developer understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and Developer is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that Developer is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with City.

By entering into this Agreement, Developer certifies that Developer and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria.

In the event that Developer is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, City may immediately terminate this Agreement without any liability to Developer notwithstanding any other provision in this Agreement to the contrary.

21. Release of Reverter Rights. A portion of the City Property was conveyed to City by Florida National Properties, Inc. ("FNP") pursuant to that certain Warranty Deed recorded in Official Records Book 5690, Page 701 ("Warranty Deed"). The Warranty Deed includes language dedicating the subject property to the public for "use as a roadway" and a reverter to FNP if the subject property was not used for such purposes ("Reverter"). As further consideration for this Agreement, Developer hereby remises, releases, acquits, satisfies, and forever discharges the City from any and all liability and from any and all causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands of whatever name or nature in any manner arisen, in law or in equity, whether known or unknown, whether accrued or unaccrued, and whether sounding in contract, tort, statute or otherwise, derived from, based upon which Developer ever had, now has, or which any personal representative, successor, heir or assign of Developer hereafter can, shall or may have against City for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this release

related to the Warranty Deed and Reverter. Without limiting the generality of the foregoing, Developer agrees and acknowledges that this release shall also be deemed to be a full and complete release of any and all obligations that City has or may have had to Developer with respect to the Warranty Deed and Reverter.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and SAWGRASS DEVELOPMENT PARTNERS, LLC have caused this Agreement to be executed in their respective names by the proper officials the day and year first above written.

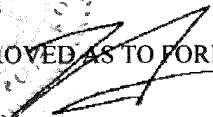
ATTEST:


DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS


SCOTT BROOK, Mayor

APPROVED AS TO FORM:


NICK NOTO, Assistant City Attorney

SAWGRASS DEVELOPMENT
PARTNERS, LLC

By: [Signature]

Print Name: KELLY P KITE

Title: MANAGER

13th day of OCTOBER, 2020

WITNESSES

[Signature]
Print name: Edward A. Meier

[Signature]
Print name: JANA CARRINGTON

State of FLORIDA
County of INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this 13th day of OCTOBER, 2020,
by KELLY P KITE (name of person acknowledging), MANAGER (title) of
SAWGRASS DEVELOPMENT PARTNERS (corporation), a FLORIDA (state) corporation, on behalf
of the corporation.

WITNESS my hand
and official seal



[Signature]
Notary Public, State of FLORIDA

JANA CARRINGTON

Printed, typed or stamped name of Notary
Public exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)

EXHIBIT "A"
DEVELOPER PROPERTY

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST ONE-QUARTER (N.W.1/4) AND THE SOUTHWEST ONE-QUARTER (S.W.1/4) OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (N.W.1/4) OF SAID SECTION 18;

THENCE S.89°34'16"E., ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W.1/4) A DISTANCE OF 295.73 FEET TO THE SOUTHEAST CORNER OF PARCEL 300. W (REVISED), AS DESCRIBED IN OFFICIAL RECORDS BOOK 12335, PAGE 906 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE N.00°00'25"E., ALONG THE EAST LINE OF SAID PARCEL 300. W (REVISED) A DISTANCE OF 2275.45 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CANAL "RR", (SAID CANAL RIGHT-OF-WAY BEING 70 FEET IN WIDTH) AS DESCRIBED IN OFFICIAL RECORDS BOOK 3260, PAGE 732 OF SAID PUBLIC RECORDS;

THENCE S.89°46'04"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 259.00 FEET TO THE NORTHWEST CORNER OF COMMERCE PARK OF CORAL SPRINGS, AS RECORDED IN PLAT BOOK 162 PAGE 11 OF SAID PUBLIC RECORDS;

THENCE S.00°00'25"W., ALONG THE WEST LINE OF SAID COMMERCE PARK OF CORAL SPRINGS, A DISTANCE OF 2719.49 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.W. 39th STREET;

THENCE N.89°22'40"W., ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 259.01 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF PARCEL 147.1 J (85 FOOT RELOCATED CANAL RIGHT-OF-WAY), AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 12335, PAGE 906;

THENCE N.00°00'25"E., ALONG SAID EAST LINE A DISTANCE OF 442.28 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA, CONTAINING 16.164 ACRES (704,120 SQUARE FEET), MORE OR LESS.

EXHIBIT "B"
SITE PLAN AND ENGINEER'S OPINION OF PROBABLE COST

Doc. 134065

PRELIMINARY OPINION OF PROBABLE COST
WASTE TRANSFER STATION CULVERT CROSSING
CORAL SPRINGS, FLORIDA

<u>ITEM#</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
GENERAL					
1	Performance and Payment Guarantee and Insurance	1	LS	\$ 30,000.00	\$ 30,000.00
2	Mobilization	1	LS	\$ 70,000.00	\$ 60,000.00
GENERAL SUBTOTAL					\$ 90,000.00
LAND DEVELOPMENT					
3	Furnish and Install Guardrail	182	LF	\$ 30.00	\$ 5,460.00
4	Furnish and Place 3/4-inch of Type S-III Asphaltic Concrete (1st Lift)	270	SY	\$ 7.00	\$ 1,890.00
5	Furnish and Place 3/4-inch of Type S-III Asphaltic Concrete (2nd Lift)	270	SY	\$ 7.00	\$ 1,890.00
6	Furnish and Place 2-inch of Type S-III Asphaltic Concrete (Guard Rail)	41	SY	\$ 18.00	\$ 738.00
7	Stabilization of Subgrade	365	SY	\$ 3.70	\$ 1,350.50
8	Furnish and Compact 6 inch Limerock Base Material	320	SY	\$ 8.00	\$ 2,560.00
9	Furnish and Install Type F Curb	185	LF	\$ 25.00	\$ 4,625.00
10	Furnish and Place 10 to 30 feet Skip Thermoplastic (yellow)	105	LF	\$ 1.00	\$ 105.00
11	Furnish and Place Reflective Pavement Markers	2	EA	\$ 5.50	\$ 11.00
12	Furnish and Install 84-inch Reinforced Concrete Pipe	70	LF	\$ 600.00	\$ 42,000.00
13	Furnish and Install Concrete Headwalls	45	CY	\$ 1,555.00	\$ 69,975.00
14	Furnish and Install Rip-Rap	12	CY	\$ 490.00	\$ 5,880.00
15	Furnish and Install Reinforced Concrete Slab	30	SY	\$ 55.00	\$ 1,650.00
16	Earthwork (Cut)	1050	CY	\$ 5.00	\$ 5,250.00
17	Earthwork (Fill existing material)	489	CY	\$ 20.00	\$ 9,780.00
18	Earthwork (Fill new material)	489	CY	\$ 6.00	\$ 2,934.00
19	Earthwork (Grading Canal Banks)	2355	SY	\$ 6.00	\$ 11,775.00
20	Furnish and Install Sod	2005	SY	\$ 6.00	\$ 10,025.00
LAND DEVELOPMENT SUBTOTAL					\$ 177,898.50
STORM WATER POLLUTION PREVENTION PLAN					
21	Install and Remove Silt Fence	500	LF	\$ 5.00	\$ 2,500.00
22	Install and Remove Floating Turbidity Barrier System	2	EA	\$ 1,000.00	\$ 2,000.00
SWPPP SUBTOTAL					\$ 4,500.00
MISCELLANEOUS AND ALLOWANCES					
23	Surveying, Stake-out and Asbuilts	1	LS	\$ 40,000.00	\$ 40,000.00
24	Cofferdam / Dewatering	1	LS	\$ 200,000.00	\$ 200,000.00
25	Permit Fees and Approvals	1	AL	\$ 30,000.00	\$ 30,000.00
MISCELLANEOUS SUBTOTAL					\$ 270,000.00
ALLOWANCE					
26	15% Contingency Allowances	1	AL	\$ 175,000.00	\$ 81,000.00
ALLOWANCE SUBTOTAL					\$ 81,000.00
TOTAL BASE PRICE					\$ 623,398.50

EXHIBIT "C"
BILL OF SALE

Doc. 134065

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that SAWGRASS DEVELOPMENT PARTNERS, LLC, a Florida limited liability company, having a principal address of 2055 US Highway 1, Vero Beach, Florida 32960, hereinafter called GRANTOR, which term shall include the singular or plural as the context shall require, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by CITY OF CORAL SPRINGS, a municipal corporation of the State of Florida, hereinafter called GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the GRANTEE, its successors and assigns, the following improvements:

(1) a new twenty four foot (24') access drive along the west side of the City Property ("West Access"); (2) a new twenty four foot (24') access drive along the east side of the City Property ("East Access"); (3) with new type F curbing along the East Access, West Access and other areas called out on the Site Plan; (4) a new guard house; (5) a new chain link fence and gates as identified on the Site Plan; (6) drainage facilities and lighting as identified on the Site Plan and in the Engineer's Opinion of Probable Cost; (7) a new 5 foot (5') concrete sidewalk on the west end of the City Property connecting to a bridge or culvert (as approved and permitted by the SWCD) crossing the canal which will terminate on Developer Property ("Greenway Connection"). The defined terms above are the same terms defined in Paragraph 3 of that certain Development Agreement and Access Agreement between GRANTOR and GRANTEE.

All the above Improvements were built and constructed at the described locations and are more particularly shown on the Site Plan attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever.

GRANTOR does covenant to and with the GRANTEE, its successors and assigns, that GRANTOR is the lawful owner of the above described; that said property is free from all encumbrances; that GRANTOR has good right to sell the same aforesaid; that the GRANTOR will warrant and defend the sale of the said property unto the GRANTEE, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this ____ day of _____, 20__.

WITNESSETH:

SAWGRASS DEVELOPMENT PARTNERS, LLC, a Florida limited liability company

Signature

Print Name

By: _____

Signature

Print Name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of WGRASS DEVELOPMENT PARTNERS, LLC. He is personally known to me and did/did not take an oath.

Serial Number

NOTARY PUBLIC

PRINT NAME

Summary Sheet

Agenda Item: 14.

Meeting Date: September 12,
2024

Subject: Fixed and Mobile License Plate Readers (Chief Brad McKeone)

Requested Action: Request to approve the amendment for Fixed and Mobile License Plate Readers to **Flock Group, Inc.** of Atlanta, Georgia from September 12, 2024 to December 5, 2026 with the option to renew for one (1) additional two (2) year term. The estimated annual expenditure is \$240,000.

Funding Source: Approved UASI, ARPA, and Operating Budget.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO APPROVE)

Funding Source: Approved Operating Budget with Grant Offset

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Amendment with Flock Group Inc.](#)

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: September 12, 2024
Department: Financial Services
Initiated By: Nicholas Caradonna
DOC ID: 2391

SUBJECT: Fixed and Mobile License Plate Readers (Brad McKeone)

PLACEMENT: Consent

REQUESTED ACTION: Request to approve the amendment for Fixed and Mobile License Plate Readers to **Flock Group, Inc.** of Atlanta, Georgia from September 12, 2024 to December 5, 2026 with the option to renew for one (1) additional two (2) year term. The estimated annual expenditure is \$240,000.
(INCLUDE CONTRACT START/TERM DATES) Funding Source: Approved UASI, ARPA, and Operating Budget.
Strategic Goal: An Innovative High-Performing Sustainable Organization.
(REQUEST TO AMEND, APPROVE)

ATTACHMENTS: #1 – Amendment to the Agreement with Flock Group, Inc.

BACKGROUND / DESCRIPTION:

The City of Coral Springs is much like any other city in Broward County and experiences automobile thefts throughout the year. Fixed and mobile license plate reader (LPR) cameras can be utilized to assist in the recovery of these vehicles. License plate reader cameras scan the vehicle's license plate and are able to provide a myriad of information on the wanted vehicle. For example, the vehicle may be stolen, be a felony vehicle wanted for their involvement in a crime from kidnapping to robbery, or just a vehicle of interest that has been involved in other criminal activities. These LPR cameras trigger real time alerts which allow officers to be aware that criminals are entering the City, allowing them to respond appropriately and in a timely manner.

The LPR cameras can also be used to locate missing/endangered persons as the license plates can be entered into the database and trigger an alert on the LPR system. Finally, the LPR cameras are extremely important for investigative purposes. All the license plate tags scanned are stored and can later be researched, providing a GPS location of the location of the license plate tag scan. The data system is linked nationally with other law enforcement agencies, therefore staff can also see the license plate tags scanned by these other agencies. This information is key to solving crime. The extended data retention service being amended into the contract will allow the Police Department to access this valuable data at an even later time frame. This can be used to solve past crimes.

The Police Department and the Purchasing Division staff recommend amending the contract for Fixed and Mobile License Plate Readers to Flock Group, Inc. of Atlanta, Georgia from September 12, 2024 to December 5, 2026 with the option to renew for one (1) additional two (2) year term. The estimated annual expenditure is \$240,000.

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS
AND FLOCK GROUP, INC. AND FIXED AND MOBILE LICENSE PLATE READERS**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into the _____
day of _____, 2024 by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

FLOCK GROUP, INC.
a foreign profit corporation
1170 Howell Mill Road, NW, Suite 210
Atlanta, Georgia 30305
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on December 7, 2022, CITY and CONTRACTOR entered into an Agreement for Fixed and Mobile License Plate Readers); and

WHEREAS, the current Agreement expires December 7, 2024; and

WHEREAS, the Agreement provides that it may be renewed for two (2) additional two (2) year terms; and

WHEREAS, CITY and CONTRACTOR desire to enter into an amendment to add more LPRs and extended data retention; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **TERM OF AGREEMENT**

This Agreement shall be renewed for an additional two (2) year renewal term through December 6, 2026.

SECTION 3. Section 5 of the Agreement shall hereby be replaced in its entirety to read as follows:

COMPENSATION

CONTRACTOR may provide up to sixty (60) license plate readers with all related software or software as a service to fully utilize such license plate reader. The maximum amount allowable to be charged to CITY per year per license plate reader and all related software or software as a service to utilize such cameras shall not exceed two-thousand and five hundred dollars (\$2,500) per year per for the flock safety falcon license plate reader and three thousand and five hundred dollars (\$3,500) per year for the flock safety falcon flex with battery license plate reader. The amount for installation of such license plate reader shall not exceed three hundred and fifty dollars (\$350) per installation. The software "Flock Safety Advanced Search" or any successor software with similar functionality shall not exceed two thousand five hundred dollars (\$2,500) per calendar year. Contractor shall also provide extended data retention services (up to 1 year) at \$300 per year per selected license plate reader as outlined in Exhibits "1" and "2." The total amount paid shall not exceed Two Hundred Forty Thousand Dollars (\$240,000.00) per year.

Payment shall be in accordance with Exhibit "B" of the original Agreement.

SECTION 4. ALL OTHER CONDITIONS AND TERMS

All conditions and terms of the Agreement not specifically amended herein, remain in full force and effect. All terms and conditions contained in any Exhibit attached hereto shall be of no force and effect and shall not modify the terms of the Agreement or this First Amendment. In the event of any conflict, this First Amendment will supersede other terms. In the event of ambiguity, the most restrictive interpretation consistent with the public interest is intended.

SECTION 5. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 6. Section 32 of the Agreement shall be amended to read as follows, any portion of Section 32 not specifically amended below shall remain in full force and affect:

NOTICES:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
Email: mmachuca@coralsprings.gov

SECTION 7. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

IN WITNESS WHEREOF, CITY OF CORAL SPRINGS and FLOCK GROUP, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Andrew B. Dunkiel

ANDREW DUNKIEL, Deputy City Attorney

FLOCK GROUP, INC.

Signed by:

By: _____

Mark Smith

Mark Smith, General Counsel and Secretary

Affidavit of Compliance with Foreign Entity & Human Trafficking Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. Entity does not use coercion for labor or services as defined in Section 787.06 Florida Statutes. (Source: 787.06(13), Florida Statutes)
10. The undersigned is authorized to execute this affidavit on behalf of Entity

Date: 28 AUGUST, 2024

Signed: _____

Entity: Flock Group Inc

Name: Mark Smith

STATE OF _____
COUNTY OF _____

Title: General Counsel

PLEASE SEE ATTACHMENT
FOR
NOTARIZATION & SEAL

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, as _____ for _____ who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____



AMENDMENT

This amendment (“**Amendment**”) supersedes and amends the previously executed agreement between the Parties, dated 9/20/2023, relating to the provision of services by Flock Group Inc. (“**Flock**”) to FL - Coral Springs PD (“**Customer**”) and any schedules or exhibits attached thereto or incorporated therein by reference (the “**Agreement**”). The remainder of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement the terms of this Amendment will prevail. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise. This Amendment is effective upon execution by both Parties (the “**Effective Date**”).

The Agreement is amended as follows: Any applicable Flock Hardware/Software, Professional Services and/or One Time Purchases listed on the table(s) below are added into the Agreement in its entirety. Any recurring fees added to the Agreement through this Amendment will be prorated as of the Effective Date of this Amendment. Any prorated amounts provided are for recurring fees only and subject to change based on Effective Date. After the current Term, Customer shall pay the fees as set forth in the applicable product tables pursuant to payment terms indicated on the Order Form or prior Agreement.

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$16,800.00
Flock Safety Platform Add Ons			

Extended data retention (Up to 1 Year)	\$300.00	56	\$16,800.00
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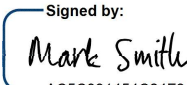
Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Annual Recurring Subtotal:			\$16,800.00

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed Agreement.

FLOCK GROUP, INC.

Customer: FL - City of Coral Springs, Florida

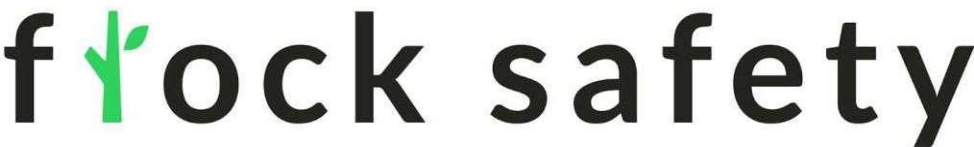
Signed by:

By: _____
Name: Mark Smith
Title: General Counsel
Date: 8/30/2024

By: _____
Name: _____
Title: _____
Date: _____
PO Number: _____

Approved to form by:

Deputy City Attorney, City of Coral Springs, Florida

9/3/24
Date



ORDER
FORM

Customer:	FL - Coral Springs PD	Initial Term:	12 Months (To be co-termed to align with RFP#22-C-211)
Legal Entity Name:	FL - Coral Springs PD	Renewal Term:	24 Months
Accounts Payable Email:	bslone@coralsprings.gov	Payment Terms:	Net 30
Address:	2801 Coral Springs Dr Coral Springs, Florida 33065	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$156,500.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	\$2,500	56	\$140,000
Flock Safety Falcon® Flex w/ battery	\$3,500	4	\$14,000
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$2,500	1	\$2,500

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$156,500.00
Annual Recurring Subtotal:	\$156,500.00
Estimated Tax:	\$0.00
Contract Total:	\$156,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

• This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement the **RFP#22-C-211** (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (Collectively, the “**Agreement**”). Those Terms contain, among other things, warranty disclaimers, liability limitations and use limitations

This term shall be effective 9/20/2024 - 9/19/2025

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$156,500.00
Annual Recurring after Year 1	\$156,500.00
Contract Total	\$156,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$2,500.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOSTM	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: FL - Coral Springs

Signed by:
By: Mark Smith
AC5C931454C24E3
Name: Mark Smith
Title: General Counsel
Date: 8/30/2024

By: _____
Name: _____
Title: _____
Date: _____
PO Number: _____

Approved to form by:

Andrew B. Dunkiel
Deputy City Attorney
City of Coral Springs Florida
9/3/24
Date

vendor signed amendment--

Final Audit Report

2024-09-03

Created:	2024-09-03
By:	Nicholas Caradonna (ncaradonna@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABPoJPIwLWpB_oBmfBhHvk4exxRnaKeuM

"vendor signed amendment--" History

-  Document created by Nicholas Caradonna (ncaradonna@coralsprings.gov)
2024-09-03 - 12:08:09 PM GMT- IP address: 24.233.167.201
-  Document emailed to Andrew Dunkiel (adunkiel@coralsprings.gov) for signature
2024-09-03 - 12:18:37 PM GMT
-  Email viewed by Andrew Dunkiel (adunkiel@coralsprings.gov)
2024-09-03 - 12:36:33 PM GMT- IP address: 104.164.15.210
-  Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2024-09-03 - 12:49:34 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.
2024-09-03 - 12:49:34 PM GMT

Summary Sheet

Agenda Item: 15.

Meeting Date: September 12,
2024

Subject: Broward Education Foundation, Inc. for Kreul Classic (Robert Hunter)

Requested Action: Request to approve the Agreement with **Broward Education Foundation, Inc.** of Fort Lauderdale, Florida, for the Kreul Classic National High School Basketball Tournament from September 12, 2024 through September 11, 2026 with an option to renew for two (2) additional three (3) year terms for a cumulative total of eight (8) years. Request to authorize the Purchasing Manager to approve all renewals. The estimated annual expenditure is \$15,000.

Funding Source: Approved Operating Budget.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

Funding Source: Approved Operating Budget

Placement: Consent

Attachments: [Summary Sheet](#)
[#1 - Agreement with Broward Education Foundation, Inc.](#)

Background / Description:

The Broward Education Foundation, Inc. recognizes the Kreul Classic National High School Basketball Tournament's positive impact on the City of Coral Springs, where it has been held annually since 1989. The City wishes to partner with the Broward Education Foundation, Inc. and support the tournament's continuation. The tournament, held in December, honors the late James P. Kreul and Kerri-Lynn Tooze, celebrating their contributions to the community and the sport.

The event features up to 32 teams from across the United States, competing in three divisions. The City has supported the tournament for 34 years, providing the Coral Springs Gymnasium at no cost, including staff assistance, phone lines, banners, and advertising support. The teams patronize local City businesses by staying in City hotels and eating at local restaurants throughout the tournament.

The Parks and Recreation Department and the Purchasing Division staff recommend approving the agreement with the Broward Education Foundation, Inc. of Fort Lauderdale, Florida, for the Kreul Classic National High School Basketball Tournament from September 12, 2024 through September 11, 2026 with an option to renew for two (2) additional three (3) year terms for a cumulative total of eight (8) years. Request to authorize the Purchasing Manager to approve all renewals. The estimated annual expenditure is \$15,000.

Presenting: Robert Hunter

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: September 12, 2024
Department: Financial Services
Initiated By: Yasmin Teja
DOC ID:2382

SUBJECT: Broward Education Foundation, Inc. for Kreul Classic
(Robert Hunter)

PLACEMENT: Consent

REQUESTED ACTION: Request to approve the Agreement with **Broward Education**
(INCLUDE CONTRACT **Foundation, Inc.** of Fort Lauderdale, Florida, for the Kreul Classic
START/TERM DATES) National High School Basketball Tournament from September 12,
2024 through September 11, 2026 with an option to renew for
two (2) additional three (3) year terms for a cumulative total of
eight (8) years. Request to authorize the Purchasing Manager
to approve all renewals. The estimated annual expenditure is
\$15,000.
Funding Source: Approved Operating Budget
Strategic Goal: An Innovative, High Performing and Sustainable
Organization. (REQUEST TO AWARD, AUTHORIZE)

ATTACHMENTS: #1 – Agreement with Broward Education Foundation, Inc.

BACKGROUND / DESCRIPTION:

The Broward Education Foundation, Inc. recognizes the Kreul Classic National High School Basketball Tournament's positive impact on the City of Coral Springs, where it has been held annually since 1989. The City wishes to partner with the Broward Education Foundation, Inc. and support the tournament's continuation. The tournament, held in December, honors the late James P. Kreul and Kerri-Lynn Tooze, celebrating their contributions to the community and the sport.

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The Parks and Recreation Department and the Purchasing Division staff recommend approving the agreement with the Broward Education Foundation, Inc. of Fort Lauderdale, Florida, for the Kreul Classic National High School Basketball Tournament from September 12, 2024 through September 11, 2026 with an option to renew for two (2) additional three (3) year terms for a cumulative total of eight (8) years. Request to authorize the Purchasing Manager to approve all renewals. The estimated annual expenditure is \$15,000.

**AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND THE BROWARD
EDUCATION FOUNDATION, INC. FOR THE KREUL CLASSIC**

THIS AGREEMENT, made and entered into the day of _____, 2024
(hereinafter “Effective Date”) by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as “CITY”)

and

**BROWARD EDUCATION
FOUNDATION, INC.**
a Florida not for profit corporation
600 SE Third Avenue, 1st Floor
Fort Lauderdale, Florida 33301
(hereinafter referred to as “FOUNDATION”)

WHEREAS, CITY is desirous of entering into an Agreement with FOUNDATION to coordinate a National High School Basketball Tournament (hereinafter referred to as the “Kreul Classic”); and

WHEREAS, CITY has verified FOUNDATION'S qualifications, experience, and capability to perform fully the contract requirements and has determined that FOUNDATION is recognized as an entity which has the necessary expertise, skill, and capabilities to provide the required services; and

WHEREAS, staff recommends that a contract be awarded to CONTRACTOR for the provision of coordinating a National High School Basketball Tournament; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **PURPOSE**

The parties acknowledge that the Kreul Classic, a National High School Basketball Tournament, hereafter referred to as the “Classic,” which has been held annually in Coral Springs since 1990, has provided positive exposure for CITY. CITY is desirous of continuing this relationship with FOUNDATION and assisting in providing support for the continuance of this event in CITY. This event shall be held during the first full week of December.

SECTION 3. **TERM OF AGREEMENT**

3.01 This Agreement shall become effective upon approval by CITY Commission and shall terminate two (2) years from the Effective Date, unless terminated earlier pursuant to Section 15 of this Agreement. CITY reserves the right to renew this Agreement for two (2) additional three (3) year terms, conditions and limitations imposed, based on FOUNDATION’s acceptable performance, and approved and available funding.

3.02 To assist FOUNDATION in the planning of the event, CITY shall use its best efforts to notify FOUNDATION of its intent to modify the terms of the Agreement as early as possible, notwithstanding the requirement to provide written notice at least sixty (60) calendar days prior to termination.

SECTION 4. **RESPONSIBILITIES OF CITY**

CITY agrees and will provide the following services for the Classic:

(1) **Signage:**

- a. CITY shall use its best efforts to timely review and process permits to allow for temporary special event advertising signs for the event pursuant to Section 1806(4)(b) of the Land Development Code of the Code of Ordinances of the City of Coral Springs, as amended.
- b. All signage shall conform to the requirements of Chapter 18 of CITY'S Land Development Code. CITY'S Building Department shall coordinate timely review and processing of a permit for the installation of temporary signs in various CITY rights-of-way
- c. Foundation may hang banners in designated parks two (2) weeks prior to the Classic.

(2) **Permitting and Sign Variance:** CITY shall use its best efforts to review and process all applicable CITY Fire and Building Department inspections if required, on or before November 15th of each calendar year. CITY shall use its best efforts to review a process any request for a sign variance, pursuant to Section 1815, Land Development Code of the Code of Ordinances of the City of Coral Springs, Florida, if required for the Classic.

(3) Police Protection:

FOUNDATION shall coordinate with CITY's Police Department to determine required police officers for security at the Classic during all operating hours when the Tournament site is on City property within CITY. In the event, in the sole discretion of the Chief of Police, police protection becomes necessary to maintain order and to serve and protect persons and property, CITY shall advise FOUNDATION that either (1) CITY shall provide additional police protection or (2) curtailment of the Classic operations to the extent such additional police protection is no longer necessary as determined solely by the Chief of Police.

(4) Staffing:

CITY's Recreation staff shall use their best efforts to work with FOUNDATION staff to assist FOUNDATION with the "Classic." The following specific activities will be the responsibility of CITY's Parks and Recreation staff:

- a. To propose and draft a City proclamation for the EVENT.
- b. To provide normal gymnasium staff during event and one (1) supervisory (administrative) staff member to assist during time of event.
- c. To provide the Director of Parks and Recreation as the event liaison during the year to assist in the planning and development of the "Classic."

(5) Additional Services and Equipment:

- a. CITY shall provide FOUNDATION the use of CITY's public address system, portable bleacher, benches and any other available equipment agreed upon by Director of Parks and Recreation and Tournament Director. In addition, CITY may provide other equipment, including but not limited to, benches, tables, chairs, upon the approval of the Director of Parks and Recreation. All services, staffing, equipment, facilities, and other items which are either necessary or incidental to the Classic" held by FOUNDATION and are not expressly specified in this section and its subparts shall be provided by and through FOUNDATION, at FOUNDATION's sole expense. Except as otherwise provided herein, FOUNDATION shall have sole responsibility for any financial commitments or obligations incurred arising out of the Classic."
- b. City shall provide use of City Gymnasium for use during Classic at no cost to FOUNDATION.

(6) CITY shall assist in locating venues to host the Classic including public/private schools.

(7) CITY will provide existing phone lines for use by the staff for the Classic for business purposes only during the week of the Tournament at CITY Gymnasium. FOUNDATION shall provide to CITY the names and positions of applicable staff who are authorized to use CITY phones. CITY shall provide phone services up to a cost not to exceed five thousand and 00/100

dollars (\$5,000.00). The Kreul Staff shall maintain a log of all phone calls and reimburse CITY for any cost above the \$5,000.00.

(8) CITY shall provide one (1) event listing in the best available location within the “Under the Sun.” Staff will attempt to run the page in the closest issue prior to the Tournament. It is FOUNDATION’s responsibility to provide copy to CITY’s Communications and Marketing Department in time for the publication.

(9) CITY shall make available to FOUNDATION, at no cost to FOUNDATION, the Cypress Park Pool, Cypress Hall and the Cypress Courtyard for the Classic Picnic. FOUNDATION must book the facilities at least three (3) months in advance.

(10) City shall provide a total of 250 linear feet of banners including printing by City Staff each year to include 150 feet of vinyl banners and 100 feet of paper banners. FOUNDATION agrees to pay for any banners over the allocated amount at CITY’s current cost.

(11) CITY will include a shared social media post on the platform(s) of its choice, prior to or during the tournament.

(12) CITY will include an event listing on CITY’s website one (1) month prior to the Tournament.

SECTION 5. RESPONSIBILITIES OF FOUNDATION

5.01 Control, Operation and Supervision of the Classic FOUNDATION, having represented substantial expertise in public events and promotions, agrees to provide and shall be responsible for all direction, control and supervision of all details, conducts and operations of the Classic unless otherwise provided herein.

5.02 Designation for CITY as the “Host Community” of the “Classic.” This will include major exposure/publicity for CITY as the host community of the Classic as outlined in this Agreement.

5.03 Sponsorships - FOUNDATION shall secure all sponsorships for the “Classic,” including, but not limited to, radio and television station sponsors. FOUNDATION shall use its best efforts to ensure that any sponsor for this EVENT agrees that its trademarks do not infringe the trademarks or trade names of any other persons or entities.

5.04 Staffing: FOUNDATION agrees to provide sufficient staff to plan and coordinate the Classic and to direct those persons, whether FOUNDATION employees, agents, volunteers or contractors, to work cooperatively with CITY’S staff. FOUNDATION shall be solely responsible for ensuring that there are sufficient medical/trainer personnel available to the Classic sites, which meet the requirements of the Florida High School Athletic Association (FHSAA), the governing body sanctioning this activity. FOUNDATION acknowledges that CITY shall use its best efforts to assist FOUNDATION in arranging for up to eight hundred (800) hours of off-duty workers who would be paid directly by FOUNDATION during the operation of the tournament.

5.05 Rentals and Staffing Charges: FOUNDATION agrees to pay for CITY police services based upon current rates for off-duty police officers plus any required filing fees.

5.06 FOUNDATION agrees to secure any other goods and/or services deemed necessary by CITY.

5.07 FOUNDATION shall admit to the Classic, without charge, the following: agents, employees and representatives of CITY engaged in the operation, maintenance and repair of City Gymnasium, officers of local police and fire departments, in the discharge of their duties, on-duty ambulance attendants and other necessary medical personnel.

SECTION 6. COMPENSATION

6.01 All fees and other monies due CITY shall be paid by FOUNDATION within ninety (90) calendar days after the completion of the "Classic." All payments from FOUNDATION under this Agreement shall be made in lawful money of the United States of America or by cashier's check or certified check made payable to the "City of Coral Springs."

6.02 FOUNDATION shall be solely responsible for collecting, paying and reporting all taxes to the appropriate taxing authorities.

6.03 FOUNDATION agrees to provide CITY with the following privileges and benefits, without charge, as a further consideration for services provided by CITY:

- (1) **:30 Television Commercial:** Two spots during each championship game broadcast including any rebroadcast under the control of the Classic. Commercial(s) to be produced by CITY in the required format.
- (2) **Television Interview:** One interview with a City representative during each championship game broadcast.
- (3) **Awards Presentation:** Formal introduction of a City representative prior to the representative presenting the award(s). Includes an opportunity for the representative to address the audience.
- (4) **Awards:** City will be identified via either logo or as the Host Community on all awards.
- (5) **Marketing Collaterals:** City will be recognized as the "Host Community" in all Kreul Classic marketing collaterals. City logo to be included in all marketing collaterals.
- (6) **Souvenir Program:** City will receive one full page advertisement and one full page for the Commissioner's Welcome Statement in the Classic souvenir program. Ad and Statement will be produced by CITY to CONTRACTOR print specifications.

(7) **Banners and Signage:** City will have the right to display banners and signage throughout the event at all venues retained through this Agreement CITY's "Reciprocal Use" Agreement. This right includes Press Row (3x6) during the championship games. CITY name or logo will appear on the Official Event Banner, which features all Kreul Classic sponsors.

(8) **Staff Shirts:** City will receive eight staff shirts.

(9) **VIP Passes:** City will receive twenty (20) complimentary VIP passes providing access to all event functions and games.

(10) **Game Tickets:** City will receive twenty (20) complimentary individual game tickets, excluding games on the final day of the event.

6.04 In addition to the above, CITY shall provide FOUNDATION Fifteen Thousand Dollars (\$15,000.00) per year contingent upon the availability of funds in the budget as approved by CITY Commission. FOUNDATION shall receive the funds before opening day of the Event. Said funds shall be provided as a sponsorship and being designated as the "Host Community" of the Classic by FOUNDATION. Said sponsorship shall include, but not be limited to, the sponsorship entitlement. The above notwithstanding, the FOUNDATION shall receive the initial Ten Thousand Dollars (\$10,000.00) for the 2024 Classic upon the approval of this Agreement by the City Commission.

SECTION 7. INSURANCE

7.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

7.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

7.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

7.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

7.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

7.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

7.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

7.08 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY’s actual notice of such an event.

7.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

7.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney’s fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY’s rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights,

the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. ADVERTISING MATTER

9.01 FOUNDATION shall identify CITY as the “Host Community” of the Classic in all advertising and promotional materials, draw sheets, counter cards, posters, flyers, programs, publications and any television, radio or other electronic broadcast relating to the “Classic.” The name of CITY shall appear in size and type equal to that of host sponsor in all such advertising and promotional materials. No use of CITY's name by FOUNDATION shall infer or imply the endorsement of any product, product category, service or business by CITY.

9.02 FOUNDATION agrees that, at a minimum, it shall contract for and provide the following advertising, promotion, and televising of the Classic:

(1) Advertising and/or promotion in one (1) or more of the following newspapers:

- the Miami Herald
- the Sun Sentinel

(2) Advertising and/or promotion through the local cable network with exposure in the Miami/Fort Lauderdale market, including on Blue Stream fiber.

9.03 All audio, visual, printed material, videotapes, advertising matter, posters and pictures to be used prior to or at the Classic which include CITY, or its official seal shall be submitted to CITY's Event Liaison for approval not later than two (2) weeks prior to the proposed use of the same. Approval shall not be unreasonably withheld.

9.04 Any advertising and signage placed at or upon the Classic sites within CITY may be removed by CITY if said materials are determined to be not in keeping with prevailing community standards.

9.05 CITY shall be allowed to use all names, logos, trade names, service marks and trademarks authorized to be used by FOUNDATION subject to the approval of FOUNDATION. Said approval shall not be unreasonably withheld. FOUNDATION shall ensure that the owners of all such logos, trademarks, trade names and service marks shall consent to usage by CITY.

9.06 CITY may, during a mutually agreed upon time, distribute promotional materials to spectators, players and press. All such materials to be distributed by CITY shall be approved in advance by FOUNDATION provided that such approval shall not be unreasonably withheld.

9.07 FOUNDATION shall be solely responsible for advertising and promoting the Classic and all cost associated therewith provided, however, that CITY reserves the right to advertise and promote the Classic if it so desires and shall use reasonable efforts to disseminate information to the general public through press releases and other public announcements. CITY shall use its best efforts to advertise through its CITY publications.

9.08 FOUNDATION shall retain all rights to the video reproduction of the Classic and shall retain all revenue from said production.

SECTION 10. **FINANCIAL RESPONSIBILITY**

FOUNDATION agrees to accept all financial responsibilities for this the Classic including, but not limited to, all accounting and reporting as may be required by law. FOUNDATION further agrees to accept sole responsibility for any financial commitments or obligations it incurs as a result of this the Classic and pursuant thereto agrees to establish and maintain separate accounting procedures for "Classic." FOUNDATION agrees to submit to City a financial report of the Classic on or before June 1st of each year following the "Classic."

SECTION 11. **ACCIDENT PREVENTION**

FOUNDATION shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY shall not be responsible for any damage or injury to or the personal conduct, safety and welfare of FOUNDATION'S representatives, volunteers, employees, exhibitors, independent contractors, workers and invitees while on the premises except for those damages caused by the sole negligence of CITY.

FOUNDATION expressly releases CITY from any and all claims, damage, losses or liability associated therewith. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY'S rules, presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to FOUNDATION for any damages that may be sustained by FOUNDATION through exercise by CITY of such right.

SECTION 12. **PERSONAL PROPERTY**

CITY assumes no responsibility whatsoever for any property placed on the premises by FOUNDATION and its agents, employees, representatives, independent contractors or invitees. CITY is hereby expressly released and discharged from any and all liabilities for any loss, injury or damage to such property that may be sustained by reason of the use and occupancy of the premises under this Agreement.

SECTION 13. **INDEPENDENT CONTRACTOR STATUS**

FOUNDATION and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 14. SUBCONTRACTORS

FOUNDATION shall be fully responsible for all acts and omissions of the subcontractors, suppliers and other persons directly or indirectly employed by its subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons. Nothing in this Agreement shall create any contractual relationship between CITY or FOUNDATION to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

SECTION 15. TERMINATION

15.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

15.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 16. FOUNDATION'S DUTY TO INSPECT AND MAKE SAFE

16.01 FOUNDATION acknowledges that CITY is authorizing the use of the Classic sites, which are City owned, are in "AS IS" condition as of the commencement date of the "Classic," and that FOUNDATION shall conduct a thorough examination and inspection of the Classic site to identify any unsafe condition or defect prior to the commencement of its use and occupancy of the Classic site under this Agreement. FOUNDATION shall have the continuing duty to ensure that all defects or conditions on the Classic site are remedied and the premises made safe prior to commencing each use and occupancy of the Classic site. FOUNDATION assumes full responsibility and liability for all damages, losses and liabilities caused by defects or conditions on the Classic site once it commences use and occupancy of the Classic site.

16.02 If in the course of its operations FOUNDATION or any agent, representative, employee, independent contractor or volunteer of FOUNDATION becomes aware or should become aware of any dangerous condition in or on the Classic site or equipment, FOUNDATION or its agent, representative, employee, independent contractor or volunteer shall immediately notify CITY'S staff of such dangerous condition or immediately correct the dangerous condition, or cease operations so as not to endanger person or property in the vicinity of the Classic site or equipment.

16.03 CITY shall not be responsible for any damage or injury to, or the personal conduct, safety and welfare of any representatives, employees, exhibitors, independent contractors, workers and invitees while on the premises. FOUNDATION expressly releases CITY from any and all claims, damages, losses or liabilities associated therewith.

SECTION 17. GYMNASIUM AT MULLINS PARK

CITY and FOUNDATION acknowledge that the gymnasium will be made available to FOUNDATION, at no cost, for the Classic. FOUNDATION, however, must book the gymnasium and its facilities at least three (3) months in advance.

SECTION 18. ADDITIONAL USE OF GYMNASIUM

18.01 It is hereby agreed that FOUNDATION shall have the right to hold up to two (2) fundraising events per year at the gymnasium at no cost for rental of the facility, however, use of facility shall depend upon scheduling by CITY. FOUNDATION shall be responsible for any additional cost and expenses, (including but not limited to additional staff time, police, fire and maintenance fees). Dates and times of these events shall be agreed upon by the Director of Parks and Recreation and FOUNDATION subject to availability. Any and all fundraising must meet the criteria established for the use of the gymnasium.

18.02 Should FOUNDATION hold fundraising events at CITY'S gymnasium, FOUNDATION acknowledges and agrees to pay CITY for all expenses, except as otherwise designated in this Agreement and acknowledges and agrees that all terms and conditions of this Agreement shall apply to those fundraising events as well.

SECTION 19. ASSIGNABILITY

FOUNDATION shall not assign, transfer, sublet or subject any rights, obligations, facilities or services provided by or resulting from this Agreement unless prior approval is received from CITY in writing.

SECTION 20. RECORDS AND AUDIT

20.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY.

CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

20.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

20.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

20.04 NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 21. **FORCE MAJEURE AND APPROPRIATION**

21.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

21.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 22. **E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 23. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 24. GOVERNING LAW; VENUE

24.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

24.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 25. COMPLIANCE WITH APPLICABLE LAWS

FOUNDATION shall comply with all federal, state and local laws and ordinances applicable to this Agreement and the conduct of the Classic permitted hereunder. This includes the Classic being sanctioned by the Florida High Schools Activities Association.

SECTION 26. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 27. ENTIRE AGREEMENT; NO ORAL MODIFICATION

This Agreement constitutes the entire and integrated agreement between the parties with regard to the matters set forth herein and supersedes all prior negotiations, representations or agreements whether written or oral. Modification to this Agreement can only be made in a

written instrument executed by both parties. Reference to the Agreement shall be deemed to include any duly executed modification, change or supplement. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 28. **NO REPRESENTATIONS BY CITY**

Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Agreement.

SECTION 29. **CONFLICT**

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. **NOTICES**

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Robert Hunter
 Director of Parks and Recreation
 City of Coral Springs
 2501 Coral Springs Drive
 Coral Springs, Florida 33065
 Telephone: (954) 344-1841
 Email: rhunter@coralsprings.gov

COPY TO: Miguel Machuca, Purchasing Manager
 City of Coral Springs
 9500 West Sample Road
 Coral Springs, Florida 33065 Telephone:
 (954) 344-1101
 Email: mmachuca@coralsprings.gov

FOUNDATION: James Knapp, Chief Operating Officer
 Broward Education Foundation, Inc. 600
 SE Third Avenue, 1st Floor
 Fort Lauderdale, Florida 33301
 Email: jknapp@browardschools.com

SECTION 31. This Agreement shall become effective upon approval by City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and BROWARD EDUCATION FOUNDATION, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez

[Christina Gomez \(Aug 13, 2024 15:36 EDT\)](#)

CHRISTINA M. GOMEZ

Assistant City Attorney

**BROWARD EDUCATION
FOUNDATION, INC.**

By:  _____

Title: President & C.E.O.

Print Name: James A. Knapp



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
BROWARD EDUCATION FOUNDATION, INC.

Filing Information

Document Number	769725
FEI/EIN Number	59-2359433
Date Filed	08/08/1983
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	03/08/2012

Principal Address

600 S.E THIRD AVENUE, 1ST FLOOR
FORT LAUDERDALE, FL 33301

Changed: 03/08/2012

Mailing Address

600 S.E THIRD AVENUE, 1ST FLOOR
FORT LAUDERDALE, FL 33301

Changed: 03/08/2012

Registered Agent Name & Address

Ciriago, Shea
600 S.E THIRD AVENUE, 1ST FLOOR
FORT LAUDERDALE, FL 33301

Name Changed: 02/14/2017

Address Changed: 01/31/2014

Officer/Director Detail

Name & Address

Title C/D

Jean, McIntyre
600 S.E THIRD AVENUE, 1ST FLOOR
FORT LAUDERDALE, FL 33301

Title T/D

Ric, Green
600 S.E THIRD AVENUE, 1ST FLOOR
FORT LAUDERDALE, FL 33301

Title S/D

Campo Goldman, Myriam
600 S.E THIRD AVENUE, 1ST FLOOR
FORT. LAUDERDALE, FL 33301

Title CEO

Ciriago, Shea
600 S.E THIRD AVENUE
FORT LAUDERDALE, FL 33301

Title CFO

Reynolds, Liz
600 S.E THIRD AVENUE, 1ST FLOOR
FORT LAUDERDALE, FL 33301

Title COO

Knapp, James
600 S.E THIRD AVENUE, 1ST FLOOR
FORT LAUDERDALE, FL 33301

Annual Reports

Report Year	Filed Date
2022	01/04/2022
2023	03/17/2023
2024	02/29/2024

Document Images

02/29/2024 -- ANNUAL REPORT	View image in PDF format
03/17/2023 -- ANNUAL REPORT	View image in PDF format
01/04/2022 -- ANNUAL REPORT	View image in PDF format
01/04/2021 -- ANNUAL REPORT	View image in PDF format
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03/09/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format

02/14/2017 -- ANNUAL REPORT	View image in PDF format
01/06/2016 -- ANNUAL REPORT	View image in PDF format
02/26/2015 -- ANNUAL REPORT	View image in PDF format
01/31/2014 -- ANNUAL REPORT	View image in PDF format
06/10/2013 -- ANNUAL REPORT	View image in PDF format
03/08/2012 -- REINSTATEMENT	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
01/07/2008 -- ANNUAL REPORT	View image in PDF format
04/26/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2006 -- ANNUAL REPORT	View image in PDF format
01/20/2005 -- ANNUAL REPORT	View image in PDF format
01/06/2004 -- ANNUAL REPORT	View image in PDF format
02/07/2003 -- ANNUAL REPORT	View image in PDF format
01/09/2002 -- ANNUAL REPORT	View image in PDF format
01/19/2001 -- ANNUAL REPORT	View image in PDF format
11/03/2000 -- REINSTATEMENT	View image in PDF format
02/25/1999 -- ANNUAL REPORT	View image in PDF format
02/16/1998 -- ANNUAL REPORT	View image in PDF format
04/02/1997 -- ANNUAL REPORT	View image in PDF format
07/17/1996 -- ANNUAL REPORT	View image in PDF format
02/22/1995 -- ANNUAL REPORT	View image in PDF format

Agreement with Broward Education Foundation

Final Audit Report

2024-08-13

Created:	2024-08-13
By:	Yasmin Teja (yteja@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5AkTeMW0viZ7BECbGa5Muw7MaBPWDDhT

"Agreement with Broward Education Foundation" History

-  Document created by Yasmin Teja (yteja@coralsprings.gov)
2024-08-13 - 4:29:41 PM GMT- IP address: 24.233.167.201
-  Document emailed to jknapp@browardschools.com for signature
2024-08-13 - 4:31:19 PM GMT
-  Email viewed by jknapp@browardschools.com
2024-08-13 - 7:24:11 PM GMT- IP address: 169.139.0.40
-  Signer jknapp@browardschools.com entered name at signing as James A. Knapp
2024-08-13 - 7:25:56 PM GMT- IP address: 169.139.0.40
-  Document e-signed by James A. Knapp (jknapp@browardschools.com)
Signature Date: 2024-08-13 - 7:25:58 PM GMT - Time Source: server- IP address: 169.139.0.40
-  Document emailed to cgomez@coralsprings.gov for signature
2024-08-13 - 7:26:00 PM GMT
-  Email viewed by cgomez@coralsprings.gov
2024-08-13 - 7:33:03 PM GMT- IP address: 24.233.167.201
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2024-08-13 - 7:36:26 PM GMT- IP address: 24.233.167.201
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2024-08-13 - 7:36:28 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.
2024-08-13 - 7:36:28 PM GMT

Summary Sheet

Agenda Item: 16.

Meeting Date: September 12,
2024

Subject: Basketball Instructor Services Program (Robert Hunter)

Requested Action:

Request to amend the contract for the Basketball Instructor Services Program, Contract No.18-G-108IN, awarded to **Triple Threat Basketball Training, Inc.** of Coral Springs, Florida, increasing the estimated annual expenditure from \$20,000 to \$100,000 from October 1, 2023 through September 30, 2024. The estimated annual expenditure is \$100,000.

Funding Source: Approved Operating Budget.

Strategic Goal: An Active, Healthy Community.

(REQUEST TO AMEND)

Funding Source: Approved Operating Budget

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Amendment to Agreement with Triple Threat Basketball Training, Inc.](#)

Background / Description:

The Parks and Recreation Department has an ongoing need for the Basketball Instruction Services Program to provide recreational basketball classes and summer camps for participants between the ages of nine and fourteen.

The program revenue sharing structure entitles the contractor to receive seventy-five percent (75%) of the total revenue and the City to retain twenty-five percent (25%). The program includes one-hour sessions, summer camps and clinics. The increase in the estimated expenditure from \$20,000 to \$100,000 is due to the popularity of this basketball program.

The Parks and Recreation Department and the Purchasing Division staff recommend amending the contract for the Basketball Instructor Services, Contract No. 18-G-108IN, to Triple Threat Basketball Training, Inc. of Coral Springs, Florida, increasing the estimated annual expenditure from \$20,000 to \$100,000 from October 1, 2023 through September 30, 2024. The estimated annual expenditure is \$100,000.

Presenting: Robert Hunter

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: September 12, 2024
Department: Financial Services
Initiated By: Yasmin Teja
DOC ID: 2383

SUBJECT: Basketball Instructor Services Program (Robert Hunter)

PLACEMENT: Consent

REQUESTED ACTION: Request to amend the contract for the Basketball Instructor Services Program, Contract No.18-G-108IN, awarded to **Triple Threat Basketball Training, Inc.** of Coral Springs, Florida, increasing the estimated annual expenditure from \$20,000 to \$100,000 from October 1, 2023 through September 30, 2024. The estimated annual expenditure is \$100,000.
(INCLUDE CONTRACT START/TERM DATES) Funding Source: Approved Operating Budget.
Strategic Goal: An Active, Healthy Community.
(REQUEST TO AMEND)

ATTACHMENTS: #1 – Amendment to Agreement with Triple Threat Basketball Training, Inc.

BACKGROUND / DESCRIPTION:

The Parks and Recreation Department has an ongoing need for the Basketball Instruction Services Program to provide recreational basketball classes and summer camps for participants between the ages of nine and fourteen.

The program revenue sharing structure entitles the contractor to receive seventy-five percent (75%) of the total revenue and the City to retain twenty-five percent (25%). The program includes one-hour sessions, summer camps and clinics. The increase in the estimated expenditure from \$20,000 to \$100,000 is due to the popularity of this basketball program.

The Parks and Recreation Department and the Purchasing Division staff recommend amending the contract for the Basketball Instructor Services, Contract No. 18-G-108IN, to Triple Threat Basketball Training, Inc. of Coral Springs, Florida, increasing the estimated annual expenditure from \$20,000 to \$100,000 from October 1, 2023 through September 30, 2024. The estimated annual expenditure is \$100,000.

**THIRD AMENDMENT TO INDEPENDENT CONTRACTOR’S AGREEMENT
BETWEEN THE CITY OF CORAL SPRINGS AND
TRIPLE THREAT BASKETBALL TRAINING, INC.
FOR BASKETBALL INSTRUCTOR**

THIS THIRD AMENDMENT TO AGREEMENT, made and entered into the _____
day of _____, 2024 by and between:

CITY OF CORAL SPRINGS
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

**TRIPLE THREAT BASKETBALL
TRAINING, INC.**
a Florida for profit corporation
11365 Lakeview Drive, Unit 75
Coral Springs, Florida 33071
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on October 1, 2018, CITY entered into an Agreement with CONTRACTOR for Basketball Instructor Services (hereinafter “Agreement”); and

WHEREAS, the current yearly expenditure is Twenty Thousand Dollars (\$20,000.00) per year; and

WHEREAS, both parties are desirous of increasing the annual expenditure from Twenty Thousand Dollars (\$20,000.00) to One Hundred Thousand Dollars (\$100,000.00),

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

The above recitals are true and correct and are incorporated herein.

SECTION 2. Section 3 of the Agreement shall hereby be amended to read as follows, any portion of Section 3 not specifically amended below shall remain in full force and affect:

3.02 The fees payable to CONTRACTOR shall not exceed One Hundred Thousand Dollars (\$100,00.00) per year for the Basketball Instruction Program.

SECTION 3. Section 26 of the Agreement shall be amended to read as follows, and any portion of Section 26 not specifically amended below shall remain in full force and effect:

NOTICES

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: 954-344-1101
mmachuca@coralsprings.gov

SECTION 4. All other conditions and terms of the original Agreement, as amended, not specifically amended herein, remain in full force and effect.

SECTION 5. **SEVERABILITY**

Should any part, term or provision of this Third Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 6. This Third Amendment shall be effective upon approval by the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and TRIPLE THREAT BASKETBALL TRAINING, INC. have executed this Agreement the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Aug 26, 2024 06:48 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

**TRIPLE THREAT BASKETBALL
TRAINING, INC.**

By: 
Orlando McCorvey (Aug 25, 2024 22:40 EDT)

Title: Owner/President

Print Name: Orlando McCorvey



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
TRIPLE THREAT BASKETBALL TRAINING, INC.

Filing Information

Document Number P09000021800
FEI/EIN Number 26-4420221
Date Filed 03/09/2009
State FL
Status ACTIVE

Principal Address

11365 Lakeview Dr
Coral Springs, FL 33071

Changed: 05/01/2018

Mailing Address

11365 Lakeview Dr
Coral Springs, FL 33071

Changed: 05/01/2018

Registered Agent Name & Address

MCCORVEY, ORLANDO II
11365 Lakeview Dr
Coral Springs, FL 33071

Address Changed: 05/01/2018

Officer/Director Detail

Name & Address

Title Owner, President

MCCORVEY, ORLANDO II
11365 Lakeview Dr
Coral Springs, FL 33071

Title VP

McCorvey, JENNIFER
11365 Lakeview Dr
Coral Springs, FL 33071

Annual Reports

Report Year	Filed Date
2022	04/30/2022
2023	04/25/2023
2024	04/26/2024

Document Images

04/26/2024 -- ANNUAL REPORT	View image in PDF format
04/25/2023 -- ANNUAL REPORT	View image in PDF format
04/30/2022 -- ANNUAL REPORT	View image in PDF format

09/02/2021 — ANNUAL REPORT	View image in PDF format
09/17/2020 — ANNUAL REPORT	View image in PDF format
08/31/2019 — ANNUAL REPORT	View image in PDF format
05/01/2018 — ANNUAL REPORT	View image in PDF format
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04/26/2012 — ANNUAL REPORT	View image in PDF format
04/28/2011 — ANNUAL REPORT	View image in PDF format
04/19/2010 — ANNUAL REPORT	View image in PDF format
03/09/2009 — Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Third Amendment to Agreement - Basketball Instructor Services, Contract No. 18-G-108IN

Final Audit Report

2024-08-26

Created:	2024-08-13
By:	Yasmin Teja (yteja@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1IJJ254ujYG6BK1owHAMXbnkbs8fGZhS

"Third Amendment to Agreement - Basketball Instructor Services , Contract No. 18-G-108IN" History

-  Document created by Yasmin Teja (yteja@coralsprings.gov)
2024-08-13 - 1:36:23 PM GMT- IP address: 24.233.167.201
-  Document emailed to triplethreatb_ball@yahoo.com for signature
2024-08-13 - 1:40:57 PM GMT
-  Email viewed by triplethreatb_ball@yahoo.com
2024-08-26 - 2:38:25 AM GMT- IP address: 69.147.93.12
-  Signer triplethreatb_ball@yahoo.com entered name at signing as Orlando McCorvey
2024-08-26 - 2:40:29 AM GMT- IP address: 75.220.225.151
-  Document e-signed by Orlando McCorvey (triplethreatb_ball@yahoo.com)
Signature Date: 2024-08-26 - 2:40:31 AM GMT - Time Source: server- IP address: 75.220.225.151
-  Document emailed to cgomez@coralsprings.gov for signature
2024-08-26 - 2:40:33 AM GMT
-  Email viewed by cgomez@coralsprings.gov
2024-08-26 - 10:47:33 AM GMT- IP address: 174.48.87.248
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2024-08-26 - 10:48:00 AM GMT- IP address: 174.48.87.248
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2024-08-26 - 10:48:02 AM GMT - Time Source: server- IP address: 174.48.87.248
-  Agreement completed.
2024-08-26 - 10:48:02 AM GMT

Summary Sheet

Agenda Item: 17.

Meeting Date: September 12,
2024

Subject: Basketball Instructor Services Program (Robert Hunter)

Requested Action: Request to award Contract No. 24-G-340IN to **Triple Threat Basketball Training, Inc.** of Coral Springs, Florida, as an exempt professional service as per Procurement Policy (Sec 2-305.1(4)(g) from October 1, 2024 through September 30, 2026 with an option to renew for two (2) additional two (2) year terms for a total of six (6) years; and to authorize the Purchasing Manager to approve all renewals. The estimated annual expenditure is \$110,000.

Funding Source: Approved Operating Budget.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO AWARD, AUTHORIZE)

Funding Source: Approved Operating Budget

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Agreement with Triple Threat Basketball Training, Inc.](#)

Background / Description: Since 2009, Triple Threat Basketball Training, Inc. has delivered highly regarded and valuable basketball camps and classes for the City of Coral Springs Parks and Recreation Department. The Parks and Recreation Department has an ongoing need for the Basketball Instruction Services Program to provide recreational basketball classes and summer camps for participants ages nine to fourteen. The Contractor has proven to be an asset to the city by providing a valuable service to its residents. The current contract expires September 30, 2024.

The Instructor receives 75% and the City receives 25% of Class Fees and the Summer Camp Program Fees.

The Parks and Recreation Department and the Purchasing Division staff recommend awarding Contract No. 24-G-340IN to Triple Threat Basketball Training, Inc. of Coral Springs, Florida, as an exempt professional service as per Procurement Policy (Sec 2-305.1(4)(g) from October 1, 2024 through September 30, 2026 with an option to renew for two (2) additional two (2) year terms for a total of six (6) years. Request to authorize the Purchasing Manager to approve all renewals. The estimated expenditure is \$110,000.

Presenting: Robert Hunter

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: September 12, 2024
Department: Financial Services
Initiated By: Yasmin Teja
DOC ID: 2395

SUBJECT: Basketball Instructor Services Program (Robert Hunter)

PLACEMENT: Consent

REQUESTED ACTION: Request to award Contract No. 24-G-340IN to **Triple Threat Basketball Training, Inc.** of Coral Springs, Florida, as an exempt professional service as per Procurement Policy (Sec 2-305.1(4)(g) from October 1, 2024 through September 30, 2026 with an option to renew for two (2) additional two (2) year terms for a total of six (6) years. Request to authorize the Purchasing Manager to approve all renewals. The estimated annual expenditure is \$110,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)

(INCLUDE CONTRACT START/TERM DATES)

ATTACHMENTS: #1 – Agreement with Triple Threat Basketball Training, Inc.

BACKGROUND / DESCRIPTION:

Since 2009, Triple Threat Basketball Training, Inc. has delivered highly regarded and valuable basketball camps and classes for the City of Coral Springs Parks and Recreation Department. The Parks and Recreation Department has an ongoing need for the Basketball Instruction Services Program to provide recreational basketball classes and summer camps for participants ages nine to fourteen. The Contractor has proven to be an asset to the city by providing a valuable service to its residents. The current contract expires September 30, 2024.

The Instructor receives 75% and the City receives 25% of Class Fees and the Summer Camp Program Fees.

The Parks and Recreation Department and the Purchasing Division staff recommend awarding Contract No. 24-G-340IN to Triple Threat Basketball Training, Inc. of Coral Springs, Florida, as an exempt professional service as per Procurement Policy (Sec 2-305.1(4)(g) from October 1, 2024 through September 30, 2026 with an option to renew for two (2) additional two (2) year terms for a total of six (6) years. Request to authorize the Purchasing Manager to approve all renewals. The estimated expenditure is \$110,000.

**INDEPENDENT CONTRACTORS AGREEMENT WITH THE CITY OF CORAL
SPRINGS AND TRIPLE THREAT BASKETBALL TRAINING, INC. FOR
BASKETBALL INSTRUCTOR SERVICES PROGRAM**

THIS AGREEMENT, made and entered into the _____ day of _____, 2024 by
and between:

CITY OF CORAL SPRINGS

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

**TRIPLE THREAT BASKETBALL
TRAINING, INC.**

a Florida profit corporation
11365 Lakeview Drive, Unit 75
Coral Springs, Florida 33071
(hereinafter referred to as "CONTRACTOR")

WHEREAS, CITY is desirous of entering into an Agreement with CONTRACTOR for a Basketball Instructor Services Program; and

WHEREAS, CITY has verified CONTRACTOR's qualifications, experience and capability to perform fully the contract requirements and has determined that CONTRACTOR is recognized as an entity which has the necessary expertise, skill and capabilities to provide the required services; and

WHEREAS, staff recommends that a contract be awarded to CONTRACTOR for the provision of a Basketball Instructor Services Program; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff;
now, therefore

IN CONSIDERATION of the mutual covenants and conditions herein expressed and the faithful performance of all such covenants and conditions the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. TERM

The term of this Agreement shall commence October 1, 2024 and shall terminate two (2) years from that date, subject to prior termination as provided in Section 11 of this Agreement. At the

expiration of this Agreement CITY shall have the option to renew for two (2) additional two-year terms, but for not more than a cumulative total of six (6) years, upon the same terms, conditions and limitations imposed hereby. CITY shall give notice to CONTRACTOR of its intent to extend this Agreement at the end of the respective term.

SECTION 3. DUTIES OF CONTRACTOR

3.01 Contractor will provide Basketball Instructor Services.

3.02 The City will handle participant registration and court space at the Coral Springs Gymnasium for classes.

3.03 Initial sessions will be 4 one-hour classes with option to expand to longer hours.

3.04 All scheduling of classes and instruction must be coordinated with the Parks & Recreation Director, or their designee.

3.05 Ages of participants will be set by Instructor and approved by Parks and Recreation Director, or their designee.

3.06 Minimum of 5 students and maximum of 25 students per class. Camps and clinics will have a maximum of 150 students.

3.07 Instructor is responsible for any equipment required to teach the class.

3.08 Instructor is responsible for advertising the program. City has the option to assist with the advertising.

3.09 The Contractor will also provide summer camp to be held at a location secured by the City.

3.10 Contractor must adhere to all DCF background screening guidelines when hiring staff.

3.11 Contractor must follow the Broward County School Board guidelines for campus security monitoring.

3.12 Select, hire and employ at Instructor's sole expense, all instructors, assistants and staff necessary for Instructor's performance of its duties and obligations under the terms of this Agreement, provided, however, that all teaching staff shall be over the age of eighteen (18).

3.13 Manage, control and supervise all coaches, instructors, assistants and staff, as required, under Instructor's employ.

3.14 Maintain all necessary licenses and permits as required by law.

3.15 Supervise and be responsible and legally liable for the safety and conduct of all participants at any event or activity conducted by CONTRACTOR and his agents, volunteers or employees engaged in the performance of CONTRACTOR'S duties under this Agreement.

3.16 Permit no signs or advertising at any CITY facility unless specifically approved, in writing, by the Parks & Recreation Director, or their designee.

3.17 Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.

SECTION 4. FEES AND PAYMENT FOR SERVICES

4.01 CONTRACTOR shall be paid the Class Fees accordance with the fee schedule as shown below:

Per four (4) one (1) hour sessions:	75% to Instructor and 25% to CITY
Summer Camp Program:	75% to Instructor and 25% to CITY

4.02 The fees payable to CONTRACTOR shall not exceed One Hundred Ten Thousand Dollars (\$110,000.00) per year for the Basketball Instruction Services Program.

SECTION 5. ADVERTISING AND PROMOTION

5.01 CONTRACTOR may utilize advertising in promoting this Program at the assigned CITY facility(s). CONTRACTOR may specifically use the name of those facilities provided that when so doing they are identified as a City of Coral Springs Parks and Recreation facility. The cost of all advertising promulgated by CONTRACTOR shall be met by CONTRACTOR. The Director of Parks and Recreation shall review and approve advertising text and format, in advance.

5.02 CITY also reserves the right to advertise and promote this Program. CITY shall be allowed to use CONTRACTOR'S name and appropriate likeness in any such advertising or promotion without additional compensation to CONTRACTOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.

SECTION 6. PREMISES

6.01 All City facilities are provided in "as is" condition. City disclaims all representations and warranties, express and implied as to the condition of the premises and equipment or the use and occupancy authorized other than those contained in this Agreement.

6.02 CITY'S Parks and Recreation Department will provide the following facilities subject to their availability and/or terms of usage:

(a) Use of the Coral Springs Gymnasium in accordance with the schedule approved by the Parks Director for classes.

(b) CONTRACTOR acknowledges and agrees that all equipment provided by the CITY is in "AS IS" condition.

(c) CONTRACTOR will provide summer camp at a Broward County School secured by CITY, following the School Board of Broward County Guidelines.

6.03 All other supplies and materials shall be furnished by CONTRACTOR at CONTRACTOR'S expense.

6.04 CONTRACTOR shall exercise due diligence to maintain and preserve all property belonging to CITY.

6.05 CONTRACTOR'S Duty to Inspect and Make Safe

(1) CONTRACTOR shall conduct a thorough examination and inspection of the premises and equipment to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. CONTRACTOR shall have the continuing duty to ensure that all patent defects or conditions on the premises and equipment provided are remedied and the premises and equipment made safe prior to commencing its duties, operations or services each day during the term of this Agreement. CONTRACTOR assumes full legal liability and responsibility for all patent defects or conditions on the subject premises once it commences its daily duties, operations or services.

(2) If in the course of its use and/or operations, CONTRACTOR or any agent, representative, employee or volunteer of CONTRACTOR becomes aware or should become aware of any dangerous condition in or on the premises or equipment, CONTRACTOR or its agent, representative, employee or volunteer shall immediately notify the Facility Manager or other CITY authorized designee of such dangerous condition or immediately correct the dangerous condition, or cease operations so as not to endanger persons or property in the vicinity of the premises or equipment.

SECTION 7. INSURANCE

7.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Personal injury coverage with employment and contractual exclusions removed and deleted.

7.02 UPON CONTRACT EXECUTION, CONTRACTORS SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

7.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR'S interests or liabilities but are merely minimum requirements established by CITY'S Director of Financial Services. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

7.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

7.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million Dollars (\$1,000,000.00) for each category), and the CONTRACTOR shall provide verification thereof to CITY upon request of OWNER.

7.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

7.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

6.08 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.

7.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

7.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights,

the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. **ACCIDENT PREVENTION**

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 10. **CERTIFICATION AND TRAINING**

10.01 CONTRACTOR represents to CITY that they have requisite experience and/or education to provide training for the Basketball Instruction Services Program.

10.02 CONTRACTOR further represents that each coach and/or assistant coach hired by CONTRACTOR and working at and under their direction and supervision shall also have sufficient certification, experience and/or education to provide training for Basketball Instructor Services Program.

SECTION 11. **TERMINATION**

11.01 Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRACTOR must state that the Agreement is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

11.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the

CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 12. **COMPLIANCE WITH THE LAW**

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority which may be applicable to the use of the Coral Springs Gymnasium for classes and a Broward County School Facility secured by CITY for Summer Camp.

SECTION 13. **INDEPENDENT CONTRACTOR STATUS**

13.01 CONTRACTOR and their employees, volunteers and agents shall be and remain independent contractors and not agents or employees of CITY with respect to all of the acts of services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

13.02 CONTRACTOR does not accrue and is not entitled to any CITY employee benefits, including Worker's Compensation, by virtue of this Agreement.

SECTION 14. **GOVERNING LAW; VENUE**

14.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

14.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 15. **SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 16. **NON-DISCRIMINATION**

No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or offering of services by CONTRACTOR on the grounds of race, color, national origin or sex.

SECTION 17. **CONSTRUCTION OF AGREEMENT**

The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

SECTION 18. ENTIRE AGREEMENT, NO ORAL MODIFICATION

This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement may only be amended by written instruments signed by both CITY, through its Commission, and CONTRACTOR and may include other services only if directly related to the intent and scope of this Agreement. The failure of a party to insist on strict performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment for the future of any term, condition or election but the same shall remain in full force and effect.

SECTION 19. NON-ASSIGNABILITY

CONTRACTOR shall not assign, delegate, transfer or otherwise encumber any rights, obligations, facilities or services provided by or resulting from this Agreement without the written consent of CITY.

SECTION 20. CONFLICT OF INTEREST

20.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of CONTRACTOR or its agents or employees, must be disclosed in writing to CITY.

20.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County, and the State of Florida, Chapter 112, Florida Statutes (2019), as amended, and agrees that it will fully comply in all respects with the terms of said laws.

20.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this privilege.

SECTION 21. NON-EXCLUSIVITY

No minimum amount of professional services or compensation will be assured to the firm so retained and the CITY shall preserve its option to retain other contracting firms or to perform work in-house for any particular assignment at its sole discretion.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall

agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the

records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. **SCRUTINIZED COMPANIES**

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 24. **FORCE MAJEURE AND APPROPRIATION**

24.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms,

and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

24.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 25. NOTICES

Notices required by this Agreement shall be deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
mmachuca@coralsprings.gov

COPY TO: Robert Hunter, Director of Parks and Recreation
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone (954) 345-2110

CONTRACTOR: Orlando McCorvey
Triple Threat Basketball Training, Inc.
11365 Lakeview Drive, Unit 75
Coral Springs, Florida 33071
Tel.: (954) 650-8118

SECTION 26. This Agreement shall become effective upon approval by the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and TRIPLE THREAT BASKETBALL TRAINING, INC. have executed this Agreement the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Aug 28, 2024 16:48 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

**TRIPLE THREAT BASKETBALL
TRAINING, INC.**

By: Orlando McCorvey
Orlando McCorvey (Aug 28, 2024 16:39 EDT)

Title: Owner/President

Print Name: Orlando McCorvey



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
TRIPLE THREAT BASKETBALL TRAINING, INC.

Filing Information

Document Number P09000021800
FEI/EIN Number 26-4420221
Date Filed 03/09/2009
State FL
Status ACTIVE

Principal Address

11365 Lakeview Dr
Coral Springs, FL 33071

Changed: 05/01/2018

Mailing Address

11365 Lakeview Dr
Coral Springs, FL 33071

Changed: 05/01/2018

Registered Agent Name & Address

MCCORVEY, ORLANDO II
11365 Lakeview Dr
Coral Springs, FL 33071

Address Changed: 05/01/2018

Officer/Director Detail

Name & Address

Title Owner, President

MCCORVEY, ORLANDO II
11365 Lakeview Dr
Coral Springs, FL 33071

Title VP

McCorvey, JENNIFER
11365 Lakeview Dr
Coral Springs, FL 33071

Annual Reports

Report Year	Filed Date
2022	04/30/2022
2023	04/25/2023
2024	04/26/2024

Document Images

04/26/2024 -- ANNUAL REPORT	View image in PDF format
04/25/2023 -- ANNUAL REPORT	View image in PDF format
04/30/2022 -- ANNUAL REPORT	View image in PDF format

09/02/2021 – ANNUAL REPORT	View image in PDF format
09/17/2020 – ANNUAL REPORT	View image in PDF format
08/31/2019 – ANNUAL REPORT	View image in PDF format
05/01/2018 – ANNUAL REPORT	View image in PDF format
05/01/2017 – ANNUAL REPORT	View image in PDF format
05/01/2016 – ANNUAL REPORT	View image in PDF format
09/02/2015 – ANNUAL REPORT	View image in PDF format
04/30/2014 – ANNUAL REPORT	View image in PDF format
04/30/2013 – ANNUAL REPORT	View image in PDF format
04/26/2012 – ANNUAL REPORT	View image in PDF format
04/28/2011 – ANNUAL REPORT	View image in PDF format
04/19/2010 – ANNUAL REPORT	View image in PDF format
03/09/2009 – Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Agreement Basketball Instructor Services Program

Final Audit Report

2024-08-28

Created:	2024-08-22
By:	Yasmin Teja (yteja@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ-ebouh9yZV93hC1zNyd3bSXuNsMmF

"Agreement Basketball Instructor Services Program" History

-  Document created by Yasmin Teja (yteja@coralsprings.gov)
2024-08-22 - 5:53:40 PM GMT- IP address: 24.233.167.201
-  Document emailed to triplethreatb_ball@yahoo.com for signature
2024-08-22 - 5:54:41 PM GMT
-  Email viewed by triplethreatb_ball@yahoo.com
2024-08-22 - 6:05:17 PM GMT- IP address: 69.147.94.142
-  Email viewed by triplethreatb_ball@yahoo.com
2024-08-28 - 6:09:17 PM GMT- IP address: 69.147.92.87
-  Signer triplethreatb_ball@yahoo.com entered name at signing as Orlando McCorvey
2024-08-28 - 8:39:14 PM GMT- IP address: 75.220.225.151
-  Document e-signed by Orlando McCorvey (triplethreatb_ball@yahoo.com)
Signature Date: 2024-08-28 - 8:39:16 PM GMT - Time Source: server- IP address: 75.220.225.151
-  Document emailed to cgomez@coralsprings.gov for signature
2024-08-28 - 8:39:18 PM GMT
-  Email viewed by cgomez@coralsprings.gov
2024-08-28 - 8:44:15 PM GMT- IP address: 24.233.167.201
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2024-08-28 - 8:48:41 PM GMT- IP address: 24.233.167.201
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2024-08-28 - 8:48:43 PM GMT - Time Source: server- IP address: 24.233.167.201

✔ Agreement completed.

2024-08-28 - 8:48:43 PM GMT

Summary Sheet

Agenda Item: 18.

Meeting Date: September 12,
2024

Subject: Sports Lighting Solutions with Related Technology, Equipment, and Services (Robert Hunter)

Requested Action: Request to award Contract No. 24-G-345M for Sports Lighting Solutions with Related Technology, Equipment, and Services utilizing Sourcewell, RFP #041123, to authorized dealer, **Camp Electric Company, Inc.** of Rutherfordton, North Carolina in the amount of \$378,400 and authorize the Purchasing Manager to approve change orders within the authorized threshold.

Funding Source: Approved Capital Budget and The Energy Efficiency and Conservation Block Grant (EECBG).

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Agreement with Camp Electric Company, Inc.](#)

Background / Description: The Parks and Recreation Department requires replacement of light fixtures at Cypress Park Tennis Center and the Tennis Center. The existing light fixtures have exceeded their useful life of 30+ years. Upgrading to new LED lighting will yield approximately 50% savings on energy costs and provides a 10-year warranty.

The Parks and Recreation Department is seeking to utilize Sourcewell, a State of Minnesota local government agency and service cooperative that offers cooperative procurement solutions to government. The purpose of utilizing a cooperative purchasing contract is to combine the buying power of the members on products or services purchased to achieve economies of scale and the best pricing under a term contract.

Sourcewell competitively solicited Request for Proposals (RFP) #041123 for the procurement of Sports Lighting Solutions with Related Technology, Equipment, and Services. The RFP publicly opened on April 11, 2023 with nine (9) responses received. RFP #041123 was awarded to Cooper Lighting, LLC of Syracuse, New York, and Camp Electric Company, Inc. of Rutherfordton, North Carolina as their authorized dealer.

The Parks and Recreation Department and the Purchasing Division staff recommend awarding Contract No. 24-G-345M for Sports Lighting Solutions with Related Technology, Equipment, and Services utilizing Sourcewell, RFP #041123, to authorized dealer, Camp Electric Company, Inc. of Rutherfordton, North Carolina in the amount of \$378,400 and authorize the Purchasing Manager to approve change orders within the authorized threshold.

Presenting: Robert Hunter

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: September 12, 2024
Department: Financial Services
Initiated By: Yasmin Teja
DOC ID: 2396

<u>SUBJECT:</u>	Sports Lighting Solutions with Related Technology, Equipment, and Services (Robert Hunter)
<u>PLACEMENT:</u>	Consent
<u>REQUESTED ACTION:</u> <u>(INCLUDE CONTRACT</u> <u>START/TERM DATES)</u>	Request to award Contract No. 24-G-345M for Sports Lighting Solutions with Related Technology, Equipment, and Services utilizing Sourcewell, RFP #041123, to authorized dealer, Camp Electric Company, Inc. of Rutherfordton, North Carolina in the amount of \$378,400 and authorize the Purchasing Manager to approve change orders within the authorized threshold. Funding Source: Approved Capital Budget and The Energy Efficiency and Conservation Block Grant (EECBG). Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)
<u>ATTACHMENTS:</u>	#1 – Agreement with Camp Electric Company, Inc.

BACKGROUND / DESCRIPTION:

The Parks and Recreation Department requires replacement of light fixtures at Cypress Park Tennis Center and the Tennis Center. The existing light fixtures have exceeded their useful life of 30+ years. Upgrading to new LED lighting will yield approximately 50% savings on energy costs and provides a 10-year warranty.

The Parks and Recreation Department is seeking to utilize Sourcewell, a State of Minnesota local government agency and service cooperative that offers cooperative procurement solutions to government. The purpose of utilizing a cooperative purchasing contract is to combine the buying power of the members on products or services purchased to achieve economies of scale and the best pricing under a term contract.

Sourcewell competitively solicited Request for Proposals (RFP) #041123 for the procurement of Sports Lighting Solutions with Related Technology, Equipment, and Services. The RFP publicly opened on April 11, 2023 with nine (9) responses received. RFP #041123 was awarded to Cooper Lighting, LLC of Syracuse, New York, and Camp Electric Company, Inc. of Rutherfordton, North Carolina as their authorized dealer.

The Parks and Recreation Department and the Purchasing Division staff recommend awarding Contract No. 24-G-345M for Sports Lighting Solutions with Related Technology, Equipment, and Services utilizing Sourcewell, RFP #041123, to authorized dealer, Camp Electric Company, Inc. of Rutherfordton, North Carolina in the amount of \$378,400 and authorize the Purchasing Manager to approve change orders within the authorized threshold.

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
CAMP ELECTRIC COMPANY, INC. FOR SPORTS LIGHTING SOLUTIONS WITH
RELATED TECHNOLOGY, EQUIPMENT, AND SERVICES**

THIS PIGGYBACK AGREEMENT, made and entered into the _____ day of _____, 2024 (hereinafter “Effective Date”) by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as “CITY”)

and

CAMP ELECTRIC COMPANY, INC.

a foreign limited liability company
239 US 64 Highway
Rutherfordton, North Carolina 28139
(hereinafter referred to as “CONTRACTOR”)

WHEREAS, CITY has the need to procure a qualified contractor to provide sports lighting solutions with related technology, equipment, and services; and

WHEREAS, Sourcewell, a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (hereinafter “Sourcewell”), competitively issued a proposal for sports lighting solutions with related technology, equipment, and services; (Proposal Number: RFP #041123); and the RFP is attached hereto and incorporated herein as Exhibit “A;” and

WHEREAS, after receipt of a qualified proposal from COOPER LIGHTING, LLC Sourcewell entered into a contract with COOPER LIGHTING, LLC for a term up to and including June 16, 2027 to provide sports lighting solutions with related technology, equipment, and services, which Contract is attached hereto and made a part hereof as Exhibit “B;” and

WHEREAS, the Sourcewell Contract has been reviewed by CITY staff and finds that the Sourcewell Contract provides for sports lighting solutions with related technology, equipment, and services required by CITY; and

WHEREAS, COOPER LIGHTING, INC. granted authorization to CONTRACTOR to serve as its local dealer, and authorization proof is attached hereto and incorporated herein as Exhibit “D;” and

WHEREAS, Section 2-305.1(3) of the Code of Ordinances of CITY of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Sourcewell Contract; and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this Agreement based on the Sourcewell Contract, as amended; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The prices, terms, and conditions of the Sourcewell Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the Sourcewell Contract, as amended, except said services shall be performed in and for CITY pursuant to terms and conditions set forth in this Agreement.

B. CONTRACTOR shall perform the services in and for CITY as detailed in Exhibit "A," and utilizing the prices set forth in Exhibit "B," Exhibit "C," and Exhibit "D" attached hereto and incorporated herein.

C. The Contract Administrator for CITY shall be the Director of Parks and Recreation, Robert Hunter, 2501 Coral Springs Drive, Coral Springs, Florida 33065, or their designee.

D. The current Contract expiration date is June 16, 2027 with the option to renew for three (3) additional one (1) year period.

E. **INSURANCE**

CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy, or policies of insurance, which must include the following coverages and limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following limits of liability with no restrictive endorsements:
\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with limits of those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely requirements established by CITY's Risk Manager.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million (\$2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage

protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

F. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Robert Hunter, Director of Parks and Recreation
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1841
Email: rhunter@coralsprings.gov

COPY TO: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1101
Email: mmachuca@coralsprings.gov

CONTRACTOR: Jason Camp, Vice President
Camp Electric Company, Inc.
239 US 64 Highway
Rutherfordton, North Carolina 28139
Email: jason@campelec.com

G. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

H. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for City of Fort Lauderdale, Florida.

I. ATTORNEY'S FEES AND COSTS

In the event that CITY is required to file legal action against CONTRACTOR to collect any amounts due under this Agreement, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

J. COMPENSATION/PAYMENT

CITY agrees to pay CONTRACTOR for the costs designated in designated in Exhibit "C." Request for payment shall be submitted to the City of Coral Springs, Attn: Robert Hunter, Director of Parks and Recreation, Coral Springs, Florida 33065. CITY shall pay CONTRACTOR within thirty calendar days of approval of all invoices by CITY. Final payment will be made upon final approval and acceptance by CITY.

K. INDEMNIFICATION

The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

L. PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Purchasing Order is issued. Any delays in obtaining permits must be brought to the attention of CITY'S Contract Administrator without delay.

M. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

N. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

O. ASSIGNMENT

This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of CITY which consent cannot be unreasonably withheld.

P. TERMINATION

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Q. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, Solicitation on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of Solicitation on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not Solicitation on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List,

Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

R. FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

S. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section

448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination of this Section.

SECTION 3. In all other respects, the terms and conditions of the Sourcewell, a State of Minnesota local government agency Contract, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 4. This Agreement shall become effective upon the approval of City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and CAMP ELECTRIC COMPANY, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Sep 3, 2024 08:28 EDT)

SHERRY L. WHITACRE
Senior Deputy City Attorney

CAMP ELECTRIC COMPANY, INC.

By: Jason Camp
Jason Camp (Aug 30, 2024 12:31 EDT)

Title: Vice President

Print Name: Jason Camp



RFP #041123
REQUEST FOR PROPOSALS
for
Sports Lighting Solutions with Related Technology, Equipment, and Services

Proposal Due Date: April 11, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	February 21, 2023
Pre-proposal Conference:	March 20, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	April 3, 2023, 4:30 p.m., Central Time
Proposal Due Date:	April 11, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	April 11, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Sports Lighting with Related Technology, Equipment, and Services. Sourcewell seeks solutions that include, but are not to be limited to:

- a. Indoor and outdoor, fixed, or portable, sports related lighting solutions;
- b. Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in 1.a. above.

Proposers may include transportation lighting and smart solutions to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed in 1. a. and b. above.

2. The focus of this solicitation is on Sports Lighting with Related Technology, Equipment, and Services. The Proposer's primary offerings must be indoor and outdoor sports lighting equipment and products. This solicitation should NOT be construed to include services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services (RFP #092222); and
- b. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$125 Million; therefore, proposers

are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."

- b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.

2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information

provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



04/03/2023

Addendum No. 1

Solicitation Number: RFP 041123

Solicitation Name: Sports Lighting Solutions with Related Technology, Equipment, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Our US and Canada companies work together as one North American team, but each entity is legally a separate company. How is the best way to respond in regard to price lists and various documentation for each country?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the methods for its proposal. Each proposer, in its discretion, will determine the approach that aligns with its business methods and satisfies all requirements of the RFP.

Pricing is to be submitted in U.S. and Canadian dollars, if applicable. Refer to RFP Section III. A. 3., Pricing – Requirements. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 041123 posted to the Sourcewell Procurement Portal on 04/03/2023, is required at the time of proposal submittal.

**Solicitation Number: RFP #041123****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Cooper Lighting, LLC**, 125 East Jefferson Street, Syracuse, NY 13202 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional, successive one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** As provided and subject to the terms under Sections C through H below and the terms and conditions of Supplier's Standard Product Warranty, Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects as provided below. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **WHAT THE WARRANTY COVERS:** Supplier warrants to the end user of the original installation location that new Vendor fixtures purchased from Vendor, or an authorized distributor ("Products" or "Equipment") shall, for a period of ten (10) years from the date of original shipment (the "Warranty Period"), be free from defects in material and workmanship of the Vendor fixtures. During the Warranty Period, Vendor's sole obligation, and Sourcewell's or Participant Entity's sole remedy, shall be, at Vendor's sole discretion, to repair, replace, or provide a refund for Products found to be defective as defined herein. Vendor shall not be responsible for any other costs, including for the costs of: labor relating to de-installation of any defective Product or re-installation of any replacement Product; the shipment of defective or replacement Product; or post-installation testing of any Product for purposes of this Warranty. Vendor shall not be bound by any terms, conditions, or representations, which are not stated herein including, but not limited to, any statements made by distributors or re-sellers.

D. **WHAT VOIDS OR IS NOT COVERED UNDER THE WARRANTY:** This Warranty is void, and Vendor shall have no liability hereunder, with respect to a Product if Sourcewell or Member or any person other than an employee, independent contractor, or subcontractor of Vendor: (a) install(s) or use a Product in a manner that is not in accordance with the applicable specifications and instructions, including, but not limited to, over/under voltage or current conditions, excessive switching cycles, operating hours, or outside any applicable operating

conditions; (b) without the prior written consent of Vendor, modify, tamper, or disassemble a Product, including, without limitation, alter serial numbers or removes factory supplied stickers or labels of a Product; or (c) use unauthorized components, parts, accessories, or other materials to repair a Product. This Warranty does not cover: (A) cosmetic defects; (B) damage, defects, or failure caused by i. acts of God; ii. accident, misuse, misapplication, abuse, negligence, or modification of any part of the Product; iii. improper storage, installation, repair, operation, inspection, or maintenance; iv. the use of unauthorized components, parts, accessories, or other materials or by equipment or products manufactured by someone other than Vendor; v. wrong or inadequate electrical current or connection; or vi. transit. (C) Other equipment or products manufactured by someone other than Vendor. (D) Labor or contractor costs associated with removing or replacing Vendor Products.

- E. **WARRANTY ACTIVATION/SERVICE CLAIMS:** Sourcewell or Member must make a valid Warranty claim to Vendor in order to receive coverage under the Warranty. Warranty claims can be serviced by contacting Vendor's customer service and sales center: Phone: (315) 579-2873; Email: ephesuswarranty@eaton.com. If Sourcewell or Member is unsure whether a situation exists that is covered by the Warranty, then Sourcewell or Member may contact Vendor's customer service and sales center at the phone number or email address listed for assistance.
- F. **REPLACEMENT OF OR REPAIR OF PRODUCT:** Vendor, in its discretion, may use comparable product of equal or greater value to replace a Product that meets the conditions of this Warranty. Furthermore, in performing repairs to a Product that meets the conditions of this Warranty, Vendor reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured products or parts. Repaired or replaced Products are warranted for the remainder of the original Warranty Period. Vendor reserves the right to examine all returned Products, their specific installation location, and patterns of usage to determine the cause of failure.
- G. Supplier warrants that any Services provided will be performed in a professional and workmanlike manner in accordance with the degree of skill and care required by prevailing industry practices and warrants such Services shall remain free from defects in workmanship for a period of one hundred eighty (180) days following the date of substantial completion of the installation (the "Service Warranty"). Supplier agrees to promptly correct, repair, and remedy, at its sole cost, expense and convenience, any qualifying defect arising from a breach of such Service Warranty, provided such defect is identified prior to the expiration of the Service Warranty period. The foregoing shall be Participating Member's exclusive remedy, and sole liability, with respect to any breach of the Service Warranty.
- H. **LIMITATION OF WARRANTY:** THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY ARISING FROM CUSTOM, COURSE OF DEALING, USAGE OR OTHERWISE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE VENDOR'S SOLE LIABILITY AND SOURCEWELL'S AND PARTICIPATING ENTITY'S EXCLUSIVE REMEDY FOR FAILURE OF VENDOR TO

MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS ARE BASED IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

I. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the Equipment or Product is damaged at the time of delivery, Supplier must permit the Equipment and Products to be serviced through a warranty claim at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier repeatedly delivers defective Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **PAYMENT TERMS.** All payments are due net thirty (30) days in full, from date of invoice, except where a longer term is required by law.

D. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Notwithstanding anything to the contrary set forth herein, Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's

authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires

service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities or Supplier may terminate an order, in whole or in part, immediately upon notice in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);

- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Vendor agrees to indemnify, defend and hold harmless Sourcewell and its Participating Entities, including its agents and employees from all third-party claims or causes of action against Sourcewell, its agents, or employees, including reasonable attorney's fees, asserted against Sourcewell and directly and proximately caused by the negligent acts or omissions or misconduct of Vendor, its agents or its employees or its obligations hereunder. In no event will either party be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Contract however it arises, whether in contract, tort, strict product liability or otherwise.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such licensing party's written directives regarding the use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
5. *Except as expressly set forth immediately above, no other rights with respect to either party's intellectual property (including any respecting trademarks) is granted or implied.*

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released

without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other events or conditions that are beyond that party's reasonable control, including without limitation, acts of any government and freight embargoes. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. A material breach of any term or condition of this Contract (other than in connection with a Force Majeure event).

The party claiming default must provide written notice of the default, with at least 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided herein or at law (subject to any exclusivity of remedy provisions), or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising

injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
 \$1,000,000 Personal and Advertising Injury
 \$2,000,000 aggregate for products liability-completed operations
 \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence
 \$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide

certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors. Notwithstanding anything the contrary set forth herein, Supplier will be required to maintain any coverages and policies (subject to the terms and conditions herein) for the benefit of a Participating Entity only until final completion of the work under a given purchase order has been completed by Supplier.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain or cause its subcontractor(s) to maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the performance of the work that the Supplier performs for Participating Entities under a specific contract or purchase order.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in

writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent Supplier accepts a purchase order from a Participating Member that expressly notes that the procurement must comply with the Buy American Act of 1933 , Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier’s personnel for the purpose of

interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR**

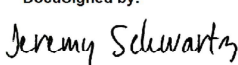
EQUIPMENT. To the extent applicable to Products subject to an accepted purchased order under this Agreement, Supplier certifies that during the term of this Contract the Products it supplies will comply with applicable requirements of 2 C.F.R. § 200.216.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Cooper Lighting, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
8/14/2023 | 9:39 AM CDT
Date: _____

DocuSigned by:

By: F0A75A3740C34D1...
Benjamin Brinkert
Title: Legal Counsel
8/15/2023 | 7:28 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
8/15/2023 | 8:21 AM CDT
Date: _____

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name: Cooper Lighting, LLC

Does your company conduct business under any other name? If yes, please state: Cooper Lighting, LLC

Address: 1121 HIGHWAY 74 SOUTH
PEACHTREE CITY, GA 30269

Contact: Gabriel Hough

Email: gabe.hough@cooperlighting.com

Phone: 315-727-4340

HST#: 04-3391805

Submission Details

Created On: Friday February 24, 2023 12:55:31

Submitted On: Friday April 07, 2023 10:52:06

Submitted By: Gabriel Hough

Email: gabe.hough@cooperlighting.com

Transaction #: f2b5d983-b50e-421e-ba9b-bb4b13f36f17

Submitter's IP Address: 165.225.216.188

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Cooper Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Cooper Lighting, LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Cooper Lighting Solutions, Ephesus Sports Lighting, Cooper Lighting, Signify	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	COOPER LIGHTING 31735251 (CAGE/SAM expired back in 2020)	*
5	Proposer Physical Address:	125 East Jefferson St. Syracuse, NY 13202	*
6	Proposer website address (or addresses):	www.cooperlighting.com https://www.cooperlighting.com/global/brands/ephesus https://www.ephesuslighting.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Gabe Hough Director Of Customer Experience- Ephesus 125 E. Jefferson St. Syracuse, NY 13202 gabe.hough@cooperlighting.com 315-238-8831 (Office) 315-727-4340 (Cell)	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gabe Hough 125 E. Jefferson St. Syracuse, NY 13202 gabe.hough@cooperlighting.com 315-238-8831 (Office) 315-727-4340 (Cell)	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Quijano Director of Business Development 125 East Jefferson St Syracuse, NY 13202 Michael.Quijano@Cooperlighting.com 315-579-2897 Bryan Thomas Strategic Sales Manager 125 E Jefferson St. Syracuse, NY 13202 Bryan.Thomas@cooperlighting.com 315-247-1222	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	At the heart of our success is our commitment to our core values: delivering the highest quality products and services, being dedicated to customer service and safety, promoting sustainability, and innovation. We are continuously striving to create better more efficient solutions that help our customers light their spaces better, while increasing their sustainability and reducing their environmental impact. Established in 2011, Ephesus Sports Lighting offers a wide array of lighting solutions, from full-scale stadium and arena lighting to smaller ball fields and indoor gymnasium lighting. Our products are designed to provide the highest quality illumination with the least amount of energy, allowing customers to save energy and reduce their carbon footprint. We also offer lighting control solutions, allowing customers to customize their lighting for the perfect environment. Acquired in 2020 by Signify, the world leader in lighting, our team of dedicated professionals have developed strong partnerships with our customers, helping us to understand their needs and develop the best solutions for them. With more than 10 years of specific industry experience, we are proud to be one of the leading suppliers of LED sports lighting solutions. Our unwavering commitment to innovation and customer satisfaction has allowed us to remain a trusted partner for many of our customers. At Ephesus Sports Lighting, we believe that our products, combined with our commitment to customer service, are what sets us apart from other lighting providers. We strive to be a trusted partner who can provide our customers with the best solutions for their needs. We continue to innovate and create better solutions and are excited to see what the future holds for us.	*
11	What are your company's expectations in the event of an award?	Being one of the incumbent contract holders for LED Sports Lighting to the Sourcewell Membership we know the enormous potential that our products and related services have to offer. Over the past three years we have gained traction within our sales approach when speaking with prospective customers that are either current members or have the eligibility to become members, educating them on the streamlined procurement that Sourcewell contracts offer. If awarded the contract renewal, we'll continue to prioritize offering Sourcewell as a procurement vehicle to eligible entities as early as possible in the sales process. We'll also continue to educate our sales channels on this tremendous opportunity they have that will impact the communities in which they live and serve. If awarded Cooper Lighting LLC will work with all Sourcewell Members that are looking to upgrade to LED Sports Lighting and make sure that each project is ran in a cost-effective manner and is efficiently implemented.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Cooper Lighting, LLC is a subsidiary of Signify N.V. Corporation, which is publicly traded and reported sales of \$2.1 Billion in 2022, with strong market share growth and EBITA margins. Financial Information can be found here: https://www.signify.com/global/our-company/investors/financial-reports/annual-report	*
13	What is your US market share for the solutions that you are proposing?	Cooper Lighting LLC has been selling lighting products and solutions for over 100 years in the US market. Cooper Lighting LLC and Ephesus paved the way for the LED Sports Lighting Industry, leading the technological revolution for early adopters. We are the leaders when it comes to LED Sports Lighting. We share 25% of the overall market for Sports Lighting, and 50% of all LED Sports Lighting applications. We are constantly re-imagining the possibilities and will continue to set the trend with our dedication to R&D and NPI for the industry. Our products are focused at making them available to the core markets that Sourcewell members operate in.	*
14	What is your Canadian market share for the solutions that you are proposing?	We have dedicated resources in sales and operations to service the Canadian Market. Cooper Lighting LLC has a long standing history within the market and the Ephesus brand own 25% of the Sports Lighting Market and 50% of the LED Sports Lighting Market in Canada. We continue to work with our existing sales agencies and integrator partners to promote LED Sports Lighting. We will look to leverage the Canoe sales channel through Sourcewell to further drive LED sports lighting adoption.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Cooper Lighting, LLC has never petitioned for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Cooper Lighting LLC is a manufacturer with dedicated sales and operational employees that work directly for the Ephesus brand. We also have third-party sales agents and integrator that have exclusivity contracts as part of our network. Below is our regional breakdown for servicing customers. The United States regions have been broken into West, Mountain West, Gulf Central, Central Great Lakes, South and Northeast. Each of these regions has a support team consisting of a Regional Sales Manager (RSM), Project Manager (PM), Lighting Designer (LD), Inside Sales Representative (ISR) and territory sales Agents that develop and implement successful projects. The RSMs and Agents oversee creating end user relationships within the region with support from the Lighting Designer, Project Manager and Inside Sales Representative creating the designs, quotes, and construction plans to ensure smooth project implementation whether a site is new construction or retrofitting existing structures. Cooper Lighting has strategic partnerships through contracted 3rd party agents and integrators that extend our customer service outreach. Through our agent and integrator network we work with end users and specifiers to drive project development to stimulate the market. Our network also provides the local on demand resources needed to successfully implement projects. Our integrator relationships have resulted in highly trained and qualified electrical contractors available throughout the country to help successfully deploy turnkey solutions.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Cooper Lighting LLC works with our contracted agency and integrator network throughout the project life cycle to ensure that all parties are properly certified and licensed to perform the expected work.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Cooper Lighting's Ephesus Sports Lighting brand has been recognized for its innovation and leadership in the lighting industry since its inception. In 2012, Ephesus was the first to light a professional venue with LED technology and continued to be the leader in LED lighting with firsts in NCAA basketball and hockey arenas in 2013, first NFL stadium with LED technology and individual light control in 2014, introduction of color temperature tuning and wireless control technology in 2015 and beam tuning technology in 2017. In 2018, Ephesus was the first to deploy integrated RGB in every fixture, launch an instant upgrade capability, and outdoor stadium light with RGBA LED technology. In 2020, Ephesus introduced the first redundant power in LED sports lighting and, in 2022, the first instant photometric design web application Light ARchitect that provides instant sports lighting designs for football fields, soccer fields, baseball diamonds, softball diamonds, and tennis courts. In recognition of these unique and innovative products, the Illumination Engineering Society has awarded Ephesus Sports Lighting Progress Report awards for advancements in lighting technology and design of its LED products.	*
20	What percentage of your sales are to the governmental sector in the past three years	Ephesus Sports Lighting sales to the government sector in the past three years account for 35% of revenue.	*
21	What percentage of your sales are to the education sector in the past three years	Ephesus Sports Lighting sales to the education sector in the past three years account for 45% of revenue.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell (Awarded Contract in 2019) - \$10.5M in Sales to Date TIPS USA (Awarded Contract in 2019) - \$1.5M in Sales to Date Buy Boards (Awarded Contract 2019)- \$400K in Sales to Date	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold any GSA or SOSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of South Carolina	Jeff Davis - Associate AD Facilities and Operations jeffd@mailbox.sc.edu	803-413-1434	*
City of Newport Public Services Department	Scott D Wheeler - Superintendent of Parks, Grounds & Forestry swheeler@cityofnewport.com	401-845-5802	*
Glennville State College	Thomr R Ratliff Thomas.Ratliff@glennville.edu	304-462-6241	*
Reavis High School	Michael Hock - Athletic Director Mhock@d220.org	708-935-1741	
Bangor Public Schools	Lynn Johnson - Superintendent Ljohnson@bangorvikings.org	269-427-6805	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Chicago Park & Rec	Government	Illinois - IL	Provide designs, materials and project management to upgrade city parks to LED Sports lighting.	\$50K-\$200K average	\$2.5M	*
City of Philadelphia	Government	Pennsylvania - PA	Provide designs, materials and project management to upgrade city parks to LED Sports lighting.	\$25-\$100K average	\$1.2M	*
New York City	Government	New York - NY	Provide designs, materials and project management to upgrade city parks to LED Sports lighting.	\$25-\$100K average	\$1.8M	*
Border Patrol	Government	Texas - TX	Provide design & materials to light the border between US/MX	\$200-\$500K average	\$2.5M	*
Department of Defense-AirForce	Government	District of Columbia - DC	Provided designs, material and project management to upgrade bases with LED site lighting.	\$100-\$250K average	\$8.5	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	The United States regions have been broken into West, Mountain West, Gulf Central, Central Great Lakes, South and Northeast. Each of these regions has a dedicated Cooper Lighting employed support team consisting of a Regional Sales Manager (RSM), Project Manager (PM), Lighting Designer (LD), Inside Sales Representative (ISR). Within each state and territory we have 3rd party sales agencies that are under contract exclusively offering Ephesus and Cooper Lighting products. The RSMs and agencies are responsible for prospecting and developing sports lighting projects, this is a combined 75+ dedicated sales resources for LED sports lighting projects.	*
27	Dealer network or other distribution methods.	Cooper Lighting LLC uses contracted 3rd party agents and integrators throughout the US and Canadian markets. Each agent has sole rights to selling the Ephesus Sports Lighting products within their territory and is supported by Cooper Lighting LLC sales and operational employees throughout the project process. We have some strategic Regional and National reseller arrangements that allow us to scale our sports lighting offering to the Sourcewell Membership.	*
28	Service force.	Each of our regions have dedicated resources to support the project lifecycle. For sports lighting project everything starts with the photometric design. We have a Lighting Designer (LD) assigned to create this for each project. Once a design is completed our Inside Sales Representative (ISR) works with the sales reps and customer to create the quotation and manages the customer order. Once an project as actively installing we have a Project Manager (PM) assigned to ensure that there is smooth implementation. After a project is installed and we enter the warranty period, we have a Service Department (SD) that oversees the project and customer relationship for the life of the system.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	In most cases Cooper Lighting will contract directly with the Sourcewell Member. The exception of this will be if one of our authorized dealers/resellers acts on our behalf to contract with the member direct. We have contractual agreements with each reseller to ensure compliance within the Sourcewell parameters.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our service departments are dedicated to resolving customer concerns, both pre and post sales, throughout the membership relationship. Our commitment to our customers is to deliver and install within the agreed upon timeframe; and that any warranty claims are processed within 2-5 business days for resolution.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Cooper Lighting LLC will service all Sourcewell Members within the United States following the parameters of the awarded contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Cooper Lighting LLC will service all Sourcewell/Canoe Members within Canada following the parameters of the awarded contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Cooper Lighting LLC will service all Sourcewell Members within the United States and Canada under the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Cooper Lighting LLC will service all Sourcewell Members within the United States and Canada.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Cooper Lighting LLC will service all Sourcewell Members within Hawaii, Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	For the previous and upcoming Sourcewell contract opportunity, we plan to develop targeted digital marketing campaigns by market segment. These campaigns will include targeted display and video ads and email campaigns for potential customers. We will also utilize our existing network of sales agents to promote the contract opportunity through email, phone, and in-person conversations. Additionally, we will be leveraging our existing relationships with potential customers to promote the Sourcewell contract opportunity. We will also be utilizing our trade show and convention presence to promote the contract with pre-show email campaigns and targeted literature at our booth. Cooper Lighting and Ephesus Sports Lighting are committed to providing the highest quality products and services to our customers, and we are confident that our marketing strategies will help to promote the Sourcewell contract opportunity. Our goal is to provide customers with the information they need to make an informed decision about their lighting needs. We believe that our marketing strategies will help to increase awareness of the Sourcewell contract opportunity and provide potential customers with all the information they need to make an informed decision. Successful Project Case Study promoted by Ephesus and Sourcewell Marketing: https://www.cooperlighting.com/global/resources/case-studies/reavis-high-school-hanke-stadium Additional documents uploaded: Ephesus_Sourcewell Marketing.pdf
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At Ephesus Sports Lighting, we strongly believe in the importance of Sourcewell contracts in promoting our products and services. Sourcewell contracts are a great way to ensure that we are able to provide our customers with the best possible solutions to their LED sports lighting needs. We understand that Sourcewell members are looking for competitively priced, quality solutions and that is exactly what our products and services provide. Our integrated sales process includes actively promoting our customers to have projects processed through Sourcewell if awarded a contract. We are committed to offering our customers a seamless and efficient experience, and Sourcewell contracts make that possible. We strive to be the go-to provider for LED sports lighting and will continue to engage with Sourcewell members to ensure that our products and services are always top-of-mind when considering a project. We will work to ensure that our customers are aware of the advantages of Sourcewell contracts and the potential for cost savings and other benefits to be gained from using them.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	At Ephesus Sports Lighting, we strongly believe in the importance of Sourcewell contracts in promoting our products and services. Sourcewell contracts are a great way to ensure that we are able to provide our customers with the best possible solutions to their LED sports lighting needs. We understand that Sourcewell members are looking for competitively priced, quality solutions and that is exactly what our products and services provide. Our integrated sales process includes actively promoting our customers to have projects processed through Sourcewell if awarded a contract. We are committed to offering our customers a seamless and efficient experience, and Sourcewell contracts make that possible. We strive to be the go-to provider for LED sports lighting and will continue to engage with Sourcewell members to ensure that our products and services are top considerations for projects. We will work to ensure that our customers are aware of the advantages of Sourcewell contracts and the potential for cost savings and other benefits to be gained from using them.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently not offering e-procurement as each customers sports lighting project is unique to their location.

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As part of every LED Sports lighting project we offer training on how to use the new system. The technology and controls are advanced, but with an on-site/remote tutorial by one of our qualified project managers, end users can quickly adapt to using their new system. We also offer service contracts for an additional annual fee. These costs are included in our project quotations.	*
41	Describe any technological advances that your proposed products or services offer.	Cooper Lighting and Ephesus utilize best practices for all new product introduction, our product offerings reflect pioneer advancements in the LED sports lighting industry. We hold exclusive patents to the technological advantages we provide to our customers. Part of those processes is designing and delivering high end lighting systems, but at an affordable price point. Some product differentiators we offer are: integral or remote power, thermal isolation plates, COB technology, true RGB LEDs.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sustainability is part of the DNA of Cooper Lighting, an entity of Signify. It's our purpose to unlock the extraordinary potential of light for brighter lives and a better world. By changing the way we create and use light, we can improve lives and have a positive impact on the planet. Over the past 125 years, Cooper Lighting and Signify have pioneered many key breakthroughs in sustainable lighting and was a driving force behind several leading technological innovations, including LED. Learn more about our corporate sustainability initiatives by visiting: https://www.signify.com/global/sustainability	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We design and test our products to be certified to the maximum LED Sports Lighting Standards including UL Safety, FCC, IP66, DLC (DesignLight Consortium) and TAA compliance.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Cooper Lighting and Signify do not hold any WMBE or SBE certifications. However, we do prioritize diversity, equity and inclusion throughout all aspect of our corporate charter. In 2022 we published a DEI report that can be found here: https://www.assets.signify.com/is/content/Signify/Assets/signify/global/20220725-signify-diversity-equity-and-inclusion-annual-report.pdf As part of each project, we will work with the members to identify potential WMBE or SBE partners when applicable (contractor or distributors).	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Cooper Lighting LLC is the technology leader in solid state LED Sports Lighting and offers unique product features that aren't offered by our competitors. We are the only company that offers an all in one product to the end user that has RGB, Beam Tuning and Color Tuning as options. We build our fixtures to not only apply to white light sports lighting applications but to bring fan entertainment to the masses. We also offer web based health monitoring on a system level that allows facility/site operators to have the Intel and insight into their system at a push of button. As part of Signify, Cooper Lighting and Ephesus are able to tap into all LED advancements and apply them specifically to LED sports lighting.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Depending on the application we offer either a 5- or 10-year standard material warranty. We also have options for customers to purchase up a labor warranty direct through Cooper Lighting. All of our warranties are available online at www.cooperlighting.com/legal .	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, provided the customer follows proper usage, care and maintenance adhering to their warranty coverage.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our standard warranty is for materials only and these costs would not be included. If a labor warranty is purchased, these costs are covered.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Service and repair is not part of our standard warranty. It is offered as an additional option, if purchased by the member we have technicians capable of performing repairs in all regions of United States & Canada,	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party materials that are part of our proposal are passed on to the original equipment manufacturer; however, Cooper Lighting will administer the communications and transactions through the 3rd party manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Our products are made to order, we do not accept returns without a Return Material Authorization (RMA). In the event that there is an authorized return that is not a valid claim applicable to our standard terms of warranty, we reserve the right to apply a restocking fee up to 50% of the purchased goods price. Cooper Lighting has sole discretion of authorization a return and reserves the right to inspect returned good for quality before issuing a credit to the customer.	*
52	Describe any service contract options for the items included in your proposal.	We offer post installation project management service contracts that cover light level verification and system wellness checks. Service agreements are only valid during the original term of the warranty.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our standard payment terms are NET30 from product shipment or service rendered date. Payment methods accepted are checks or ACH.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	For members that are interested in financing Cooper Lighting will work with NCL Government Capital, through their applicable Sourcewell Contract. We also have an internal corporate department, Signify Capital, that we may offer if the members inquire.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See uploaded document section for Cooper Lighting Standard Terms & Conditions, Customer Sign Off Form, Sample Invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept P-card procurement at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	In the upload section we will be providing a SKU price sheet, showing MSRP including a 5% discount to Sourcewell members for both US and Canada.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Cooper Lighting extends a 5% discount off of MSRP to all Sourcewell Members.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Cooper Lighting does not have a standard volume discount, we evaluate each project and work with the customers to develop solutions adhering as best as possible to their budgets.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Sourced or open market" products or related services that aren't included on the pricing sheet uploaded in the document section will be entered at cost plus 15%.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pricing submitted includes all products and offerings at this time. Services not part of this submission and sourced at a later date by qualified parties, will result in the at cost plus 15% fee. Each project is unique and carries its own potential added total costs of acquisition depending on the scope of work. Cooper Lighting consults with the customer on a project-by-project basis to develop proposals that align with how each customer desires to purchase and implement a new LEDS sports lighting system. Throughout this process we advise along the way any potential incremental costs associated.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Cooper Lighting has a \$5,000 minimum pre-paid freight allowance. Any special transportation requirements, (including, but not limited to - city delivery truck, union driver, lift gate) customer will incur additional charges. All orders less than \$5,000 will be charged \$100 per fixture freight.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Cooper Lighting has a \$5,000 minimum pre-paid freight allowance. Any special transportation requirements, (including, but not limited to - city delivery truck, union driver, lift gate) customer will incur additional charges. All orders less than \$5,000 will be charged \$100 per fixture freight.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Standard shipping is included to desired customer delivery location. Expedited shipping is available at an extra charge. We may also accommodate multiple delivery locations based on project requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	If awarded a contract, Cooper Lighting LLC will work with Sourcewell staff when applicable to get purchasing compliance letters issued to customers during the quote to order stage. We will cross reference all issued pricing to make sure that Sourcewell Members receive their discounted rate. For every quote or order issued through the contract we will ensure that our contract number and the members id is listed for two-way compliance and documentation trail. We have implemented promo codes to track each order through our accounting system to keep a record of all member purchase orders and to ensure proper administrative fees are remitted to Sourcewell on a quarterly basis. Being a publicly held corporation audit documentation processes are already established within our organization. Every opportunity is assigned a project number and all applicable documents are saved and stored on a secure network drive for audit reference.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded a contract renewal, Cooper Lighting will continue to promote our status as a Sourcewell contract holder throughout the purchasing processes with members and eligible entities. We will utilize account-based marketing tied to the Source distributed heat maps and membership utilization files. Once we identify an opportunity, we track it through our CRM to ERP system, monitoring its status in each part of the project phase. We have established growth metrics for our internal and external sales channels to introduce our Sourcewell Contract status early on in the sales process. When the contract is utilized for purchases, are sales channel is rewarded for effectively promoting our contract.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Upon awarded contract as an approved vendor, Cooper Lighting agrees to pay 1% of total purchase orders processed through Sourcewell on a per project basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	From design to installation and through gameday, Ephesus innovation enables venues of all sizes to create a sports lighting experience that exceeds the expectations of players, fans and communities for years to come. Every project is unique and requires its own attention to detail. We start every project at the design phase, understanding the customer's lighting needs for their specific application. From there we look at either their existing structures or look to provide new structures to complete the project. We scope out the bill of materials needed to execute the project and pull through services, such as installation labor, controls, commissioning and project management services to make the customer's LED sports lighting needs and wants a reality.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Cooper Lighting LLC has a full product and service portfolio to cover almost any lighting or controls application. We will look to offer these subcategories upon request from members in compliance within our contract parameters. See our website for full offering: www.cooperlighting.com

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	☒ Yes ☐ No	Cooper Lighting and Ephesus offers products and service for each category.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	☒ Yes ☐ No	Cooper Lighting and Ephesus offer all of the services mentioned.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	We design our sports lighting systems to be compliant to IES lighting photometric standards, dependent of the field or application. As part of our design process, we model out each unique customer's field adhering to the strict on-field as well as off-site lighting requirements. Through our patented optical systems, our luminaires are able to achieve lighting level requirements for both on and off field needs. As part of our post-installation process, we field measure the results for compliance to the agreed upon design with the end user.	*
74	Describe the average life span of your sports lighting system.	Our products are rigorously tested throughout our new product implementation process and have an L70 rating of 100,000 hours or more. Depending upon fixtures selection our L90 ratings ranges from 55,000 to 90,000 hours. We back our products with an industry leading 10-year warranty.	
75	Discuss your proposed product line in terms of sustainability and recycling.	Cooper Lighting, Signify and Ephesus are committed to a sustainable and circular economy. We are driving development of products that can be refurbished, reused or recycled. We have removed all plastics from our packaging as of 2021 and are continuing to reduce landfill waste. We publish an annual sustainability report that documents these industry leading milestones that can be found here: https://www.signify.com/global/sustainability	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricesheet 03.20.23.xlsx - Friday March 24, 2023 11:02:44
 - [Financial Strength and Stability](#) - signify-annual-report-2022 (1).zip - Friday March 24, 2023 11:04:24
 - [Marketing Plan/Samples](#) - Ephesus_Sourcewell Marketing.pdf - Friday March 24, 2023 12:15:11
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Ephesus Warranty Offerings.pdf - Friday March 24, 2023 11:27:11
 - [Standard Transaction Document Samples](#) - Document Examples_Project.pdf - Friday March 24, 2023 12:26:55
 - [Upload Additional Document](#) - RFP_041123_Sports_Lighting_Contract_Cooper Lighting LLC_Redlines.docx - Friday April 07, 2023 10:45:40

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Gabriel Hough, Director of Customer Experience, Cooper Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☒	1



LED SPORTS LIGHTING SUBMITTAL

Coral Springs, FL
7/24/24



City of Coral Springs Tennis Centers Lighting Project

Table of Contents

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- 2. Testing Process**
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- 5. Product Cutsheets**
- 6. Warranty Information**

Quote:



239 US 64 Highway - PO Box 1454 Rutherfordton NC 28139
Office (828) 287-7971 - Fax (828) 287-2668

Date: July 24th, 2024

To: City of Coral Springs
Justin Ellis, Asst Parks and Recreation Director
Sourcewell Member #73523

Project Name: Coral Springs Tennis Centers Retrofit

Jobsite Location: Coral Springs, FL

From: Jason Camp, Vice President

Camp Electrical Company FL Electrical License Number: EC13008266



Qty	SKU	Unit	Extended
48	EPH-VN-08-D-XV-BK-LCF-ADJL-750-T4FT-010-A07-NN-ST	\$ 1,425.00	\$ 68,400.00
1	EPH-PSU / EPHEBUS REMOTE PROJECT STARTUP	\$ 2,400.00	\$ 2,400.00
112	EPH-VN-08-D-XV-BK-LCF-ADJL-750-T4FT-010-A07-NN-ST	\$ 1,425.00	\$ 159,600.00
1	EPH-PSU / EPHEBUS REMOTE PROJECT STARTUP	\$ 3,600.00	\$ 3,600.00
1	EPH-C-LBR / TURNKEY INSTALLATION LABOR	\$ 141,400.00	\$ 141,400.00
1	EPH-BOND/EPHEBUS BOND	\$ 3,000.00	\$ 3,000.00
		Total	\$ 378,400.00

Scope of Services**Customer Responsibilities**

- Complete access to the site for construction using standard 2 wheel drive rubber tire equipment
- Locate existing underground utilities not covered by local utilities, i.e. water lines, electrical lines, irrigation systems, and sprinkler heads. Ephesus or Ephesus' subcontractor will not be responsible for repairs to unmarked utilities.
- Customer responsible for any necessary power company fees and requirements.
- Customer responsible for all permitting fees. Subcontractor will obtain the required permitting.
- Provide any existing as-built documents or drawings.
- Existing service panels, underground conduit, pole feeder wiring, and power feeds up poles to be reused and is required to be in good working condition.
- Existing poles to be reused. Ephesus does not take responsibility for structural integrity or condition of existing poles. If structural analysis is required, then additional charges will apply.

Ephesus Responsibilities

- Provide required Lumavision fixtures with direct pole mount brackets and new power whips from fixture through bracket.
- Provide design layout, aiming diagrams, and remote installation assistance.

Camp Electric Responsibilities

- Provide equipment and materials to off load equipment at jobsite and/or subcontractor's facility per scheduled delivery.
- Provide on-site storage containers and adequate security to protect Ephesus products from theft, vandalism, or damage during installation (if necessary)
- Obtain any required permitting
- Confirm existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
- Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- Provide startup and aiming as required to provide complete and operating sports lighting system.
- Remove and dispose of existing lighting equipment. This will include recycling of existing pole top fitters, lamps, aluminum reflectors, ballast, and steel as necessary.
- Fabricate new pole top fitters for Lumavision fixtures with direct pole mount brackets – powder coated black.
- Provide materials and equipment to install Ephesus Lumavision equipment and new pole top fitters on existing poles.
- Include Davis Bacon prevailing wages.
- Provide bonding as required

Notes:

- FL Sales Tax on Material Not Included. Tax exempt certificate to be provided by City of Coral Springs.
- Quote is based upon Cooper/Ephesus lighting design #2300997 Cypress Hammock Park and #2300998 Coral Springs Tennis Center
- Ephesus Fixture 10 Year Limited Warranty

Approval Signature and Date

Testing Process:

Luminaire Testing Program

Coopers' reliability testing of Ephesus' LumaSport system occurs throughout the entire design development and validation process to ensure maximum performance and reliability throughout the lifetime of the system. This extremely rigorous testing process addresses reliability at the component, luminaire and system level. The following is a high-level overview of the battery of tests Cooper requires prior to launching any LED product:

Laboratory Testing

- Design Verification Testing (DVT)
 - Intensive test program to ensure the luminaire and the system meets functional and performance specification
 - 22 unique electrical tests are performed to qualify the electrical design
 - 15 unique mechanical tests to qualify the structural and thermal design
 - 12 unique optical tests are completed to ensure maximum performance and efficacy

Reliability Testing

- Accelerated stress testing to simulate fixture lifetime and end-of-life failure models
- High temperature and high humidity (HAST) life testing of all electrical components
- Test simulates fixture lifetime and end-of-life failure modes
- Thermal shock testing to test solder joints and other electrical components

Environmental Testing

- UV testing
- Corrosion testing
- Chemical compatibility testing of LED and internal components
- IP66 high pressure water spray
- Cyber Security to ensure security of connected systems

End-of-line Testing

- 100% testing of entire feature set to ensure every product off the line meets the required specifications
- QR code scanning of all components and stored for traceability and documentation of firmware updates
- Pressure testing and other mechanical tests to ensure manufacturing specifications are met.





Project Delivery and Support

Ephesus is highly committed to world class customer experience with our innovative products, project delivery and post project customer support. Our project delivery includes a gold standard process based on PMI methodology. We deliver projects on time, within budget, with high communication and project teams reflective of the industry leaders we are. We work with all vendors/contractors and clients to assist with a successful comprehensive plan that will ensure project success. As leaders in the lighting industry, we recognize the importance of training all contractors on design, installation, IoT (routers, core assembly) aiming and light levels. Delivery and support are inclusive of the following:

- Integration planning
- Photometric design submittal (AGI)
- Installation drawings (CAD) submittal including exact fixture placement and aiming coordinates
- Smart phone commissioning of fixtures (less than 1 minute per fixture with Lumadapt Technology)
- On site project management through entire life-cycle of project
- Immediate response on all questions – 24/7 care of project
- Complete training on system elements and utilization

Ephesus Team

Lighting Applications - Darren Couch

Darren Couch has a diverse background in lighting including design, sales, construction and architecture. He is a graduate of the University of Colorado, Boulder, with a degree in Architectural Engineering with an illumination emphasis. He has been in the lighting industry for over 30 years and has made incredible contributions to the IES team, AGI design software and as a college professor of lighting design.

Project Management – Joe Corapi

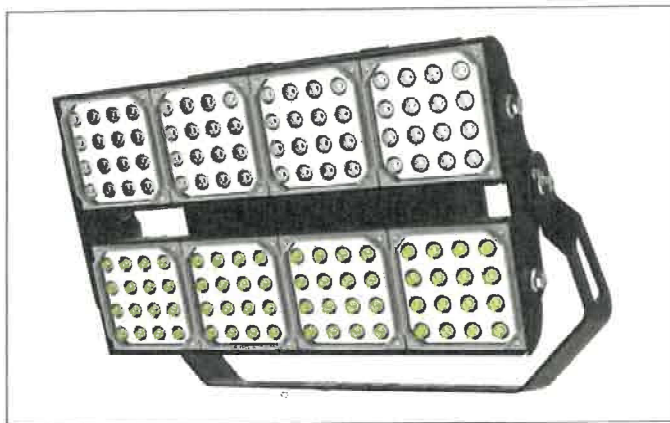
Customer Service – Gabe Hough

Gabe Hough has over 10 years of experience in lighting sales, customer service and project management. He brings a wealth of industry knowledge at his past position overseeing pre and post sales at Smart Watt and manages the customer service team at Ephesus. He puts the customer experience first and ensures our customers inquiries are taken care of immediately.

Photometry:

Product Cutsheets:

Project		Catalog #		Type	
Prepared by		Notes		Date	



Ephesus

LUMAVISION

CCT Tunable or Fixed-Color White LED
Sports & Entertainment Luminaire

Typical Applications

- Aerial and Ground Sports Venues • Multi-Event Centers
- Gymnasiums & Field Houses • Outdoor Courts • Basketball Courts
- Tennis Courts • Pickleball Courts • Volleyball Courts • Playgrounds & Skateparks
- Parks and Recreation Venues • Ice Hockey & Skating Arenas



Interactive Menu

- Performance Data [page 2](#)
- Ordering Information [page 3](#)
- Ordering Information Accessories [page 4](#)
- Accessory Details [page 5](#)
- Dimensional and Mounting Details [page 6 - 21](#)
- Sample System Topology [page 22](#)

Product Certification



Top Product Features

- **Optical Performance**
 - **AccuLED Optics™**: LumaVision utilizes patented and industry leading UV coated AccuLED Optics™ preventing yellowing and degradation over time.
 - **Glare and Spill Light Control**: Twenty (20) available beam distributions provide the flexibility and performance required for indoor and outdoor sports lighting.
 - **CCT Pro Tuning Option**: Allows for a tunable color temperature range of 3000K-6500K.
 - **Dark Sky Compliance Capable**: Light your game for the players and the community
- **Reliability**
 - **Built To Perform**: Thermally managed driver and LED housing provides demonstrated reliability confidence.
 - **L90**: With a 90,000+ hour rated life (at greater than 90% lumen maintenance), the LumaVision LED luminaire is designed for long life.
- **Take Control of Your System**
 - Compatible with the Ephesus control ecosystem, putting the control of your system in the palm of your hand.
- **Ease of Installation**
 - 6 flexible indoor/outdoor mounting options
- **Customizable**
 - 7 factory custom color options.
- **Accessories**
 - Custom visors provide additional cutoff and spill light control. Sport specific impact resistance technologies reduce maintenance on the system.

 **Installation Manual**

Performance Data¹

	LumaVision 3	LumaVision 4	LumaVision 6	LumaVision 7	LumaVision 8
Nominal Lumen Output (at 70 CRI) ²	28000	36000	55000	60000	73000
Nominal Lumen Output (at 90 CRI) ³	20200	26200	39700	42300	52000
Nominal Power ⁴	232	304	464	532	627
Voltage Range (Low)	120-277VAC				
Voltage Range (High)	347 - 480VAC				
Efficacy (lm/W)	121	119	119	111	116
CRI ⁵	70, 90 CRI				
TLCI (at 90 CRI) ⁶	92				
CCT Range (at 70 CRI)	3000-6000K				
CCT Range (at 90 CRI)	3000-5000K				
CCT Tunable Range (PRO Option)	3000-6500K				
Distribution (NEMA)	Refer to Order Information on page 3 for optic options				
Dimming Range	10%-100%				
Operating Temperature Range	-40°C to +40°C				
Usage	INDOOR, OUTDOOR				
Electrical Certifications	FCC Part 15, UL8750, UL1598, DLC STANDARD				
Environmental Certifications	IP66; ANSI C136.31-2010, RoHS				
Impact Certifications ⁸	IK10 Rated				
Surge	6kV, 10kV (option), 20kV (option)				

Luminaire Approximate Weight ⁷	LumaVision 3	LumaVision 4	LumaVision 6	LumaVision 7	LumaVision 8
With Yoke Weight (LBS)	24.25	26.44	45.93	50.58	50.58
With Pendant (LBS)	24.48	26.28	42.16	45.31	45.31
With Slipfitter (LBS)	27.8	29.98	45.53	46.49	46.49

Mount Vibration Rating Per ANSI C136.31-2010

YOKE = Yoke (Standard)	3G
PNDT = Pendant	N/A
AAJL = Adjustable arm direct pole mount	3G
AAJC = Adjustable arm direct pole (cord through housing)	3G
ADJL = Slipfitter (Leads through slipfitter)	3G
ADJC = Slipfitter (Cord through housing)	3G

Effective Projected Area (EPA) ⁹	LumaVision 3	LumaVision 4	LumaVision 6	LumaVision 7	LumaVision 8
YOKE = Yoke (Standard)	1.61 (sq. ft.)	1.64 (sq. ft.)	2.38 (sq. ft.)	2.78 (sq. ft.)	2.78 (sq. ft.)
PNDT = Pendant	1.6 (sq. ft.)	1.89 (sq. ft.)	2.34 (sq. ft.)	2.9 (sq. ft.)	2.9 (sq. ft.)
AAJL = Adjustable arm direct pole mount	1.8 (sq. ft.)	1.8 (sq. ft.)	1.8 (sq. ft.)	1.8 (sq. ft.)	1.8 (sq. ft.)
AAJC = Adjustable arm direct pole (cord through housing)	1.8 (sq. ft.)	1.8 (sq. ft.)	1.8 (sq. ft.)	1.8 (sq. ft.)	1.8 (sq. ft.)
ADJL = Slipfitter (Leads through slipfitter)	1.77 (sq. ft.)	2.04 (sq. ft.)	2.47 (sq. ft.)	2.99 (sq. ft.)	2.99 (sq. ft.)
ADJC = Slipfitter (Cord through housing)	1.77 (sq. ft.)	2.04 (sq. ft.)	2.47 (sq. ft.)	2.99 (sq. ft.)	2.99 (sq. ft.)

NOTES:

- (1) Specifications are subject to change without notice
- (2) Based on T4FT lens, 70 CRI, 5000K
- (3) Based on 66 lens, 70 CRI, 5000K
- (4) Values are +/- 5% when fixture is operated at 25°C ambient
- (5) Values are +/- 3 points
- (6) IK10 Rating applies to LumaVision configurations using the Vandal Shield accessory. (VSH3, VSH4, VSH6, VSH7, VSH8)
- (7) Weight varies depending on mounting bracket, lighthead and driverbox selection
- (8) Calculated with luminaire aimed 45° to the ground
- (9) EPA varies depending on the aiming angle of the fixture

Product Model Terminology

Model Name	Description
LumaVision 3	1 Row, 3 Squares
LumaVision 4	1 Row, 4 Squares
LumaVision 6	2 Rows, 6 Squares
LumaVision 7	2 Rows, 7 Squares
LumaVision 8	2 Rows, 8 Squares



Order Information -

NOTE: A complete fixture order requires a selection entry for Brand, Family, Model, Drive Current, Voltage, Color, Trim Option, Mount, CRI/CCT, Optic, Control, AC Whip, Surge Options, Construction Options.

SAMPLE ORDER NUMBER: EPH-VN-08-D-HV-AP-WHT-YOKE-930-11-010-A07-NN-ST

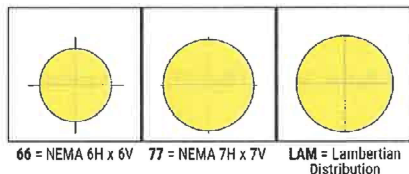
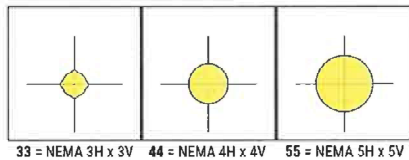
Brand	Family	Model	Drive Current	Voltage	Color	Trim Option
Brand	Family	Model ¹	Drive Current	Voltage	Color	Trim Option
EPH = Ephesus, Standard TAA=Trade Agreements Act ¹	VN = LumaVision	03 = 3 Light Squares ³ 04 = 4 Light Squares ³ 06 = 6 Light Squares ⁴ 07 = 7 Light Squares ⁴ 08 = 8 Light Squares ⁴	D = 1200 mA ⁴ E = 1500 mA	HV = High Voltage LV = Low Voltage	AP = Grey (Standard) BK = Black BZ = Bronze WH = White GR = Green GM = Graphite Metallic DP = Dark Platinum	WHT = White (Standard) LCF = Trim painted to match color ⁶
Notes: (1) Only product configurations with this designated prefix are built to be compliant with the Trade Agreements Act of 1979 (TAA). Please refer to www.designlights.com website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.	Notes:	Notes: (2) PRO = CCT Tuning 3000-6500K option only available in 04, 06, and 08 Models (3) Single Bar Configuration (4) Double Bar Configuration	Notes: (5) Available as a reduced drive current option for models with HA or HSS. D option also available for higher efficacy 8 square model.	Notes: HV = 347-480 VAC LV = 120-277 VAC	Notes:	Notes: (6) LCF Not available with optical types 33, 44, 55, 66, 77 and LAM

Mount	CRI/CCT	Optic	Control	AC Whip	Surge Options	Construction Options
Mount	CRI/CCT	Optic	Control	AC Whip ¹³	Surge Options ¹⁴	Construction Options ¹⁷
YOKE = Yoke (Standard) ⁷ PNDD = Pendant AAJL = Adjustable arm direct pole mount ⁸ AAJC = Adjustable arm direct pole (cord through housing) ⁹ ADJL = Slipfitter (Leads through slipfitter) ^{8, 9} ADJC = Slipfitter (Cord through housing) ^{8, 9}	730 = 70CRI, 3000K 735 = 70CRI, 3500K 740 = 70CRI, 4000K 750 = 70CRI, 5000K 760 = 70CRI, 6000K 930 = 90CRI, 3000K 935 = 90CRI, 3500K 940 = 90CRI, 4000K 950 = 90CRI, 5000K PRO = CCT Tuning 3000-6500K ¹⁰	33 = NEMA 3H x 3V ¹¹ 44 = NEMA 4H x 4V ¹¹ 55 = NEMA 5H x 5V ¹¹ 66 = NEMA 6H x 6V ¹¹ 77 = NEMA 7H x 7V LAM = Lambertian Distribution T1 = Type I T2 = Type II T2R = Type II Roadway T3 = Type III T3R = Type III Roadway T4FT = Type IV Forward Throw T4W = Type IV Wide 5NQ = Type V Narrow 5MQ = Type V Square Medium 5WQ = Type V Square Wide SL2 = Type II w/Spill Control SL3 = Type III w/Spill Control SL4 = Type IV w/Spill Control RW = Rectangular Wide Type I	010 = 0-10V (Standard) AMS = AirMesh ¹¹ DAL = DALI LBI = DMX, Indoor ¹² LBO = DMX, Outdoor ¹²	NC = No Cord A05 = 5ft whip A07 = 7ft whip (Standard) A10 = 10ft whip A15 = 15ft whip	NN = None (Standard) 10MSP = Parallel 10kV MOV Surge Protective Device 20MSP = Parallel 20kV MOV Surge Protective Device	ST = Standard HA = 50°C High Ambient ¹⁶ CC = Coastal Construction finish HSS = House Side Shield ^{16, 17}
Notes: (7) 36 Vibration Rated Per ANSI C136.31-2010 (8) Slipfitter mount to fasten luminaire to a 3 inch outer diameter tenon size. (9) Must use NC=No Cord for AC whip option	Notes: (10) Available for 4 Square, 6 Square and 8 Square models. Requires an AMS, LBI or LBO control option. Only compatible with optics 33, 44, 55, 66, 77 or LAM.	Notes: (11) For downlight applications only, if uplight is required contact Ephesus for more details.	Notes: 010 = 5C/16 BLK Cord AMS = 3C/16 BLK Cord DAL = 5C/16 BLK Cord (11) For downlight applications only, if uplight is required contact Ephesus for more details. (12) DMX Indoor is two XLR cables, DMX outdoor is a single 5-conductor cable for watertight connection. Not compatible with AAJC, ADJL or ADJC mounts.	Notes: (13) AC Whip connecting the Driver Box to the electrical power source. NC=No Cord required for ADJL and AAJC mounting types. All other options require a cord length selection.	Notes: (14) Contact ephesus for additional protection options.	Notes: (15) Not available with optical types 33, 44, 55, 66, 77, LAM, T1, 5NQ, 5MQ, 5WQ & RW (16) Can not be used with drive current type E = 1500mA (17) Natatorium rated construction option available with 5 Year Materials Only Warranty. Please contact your Ephesus Representative to review details.

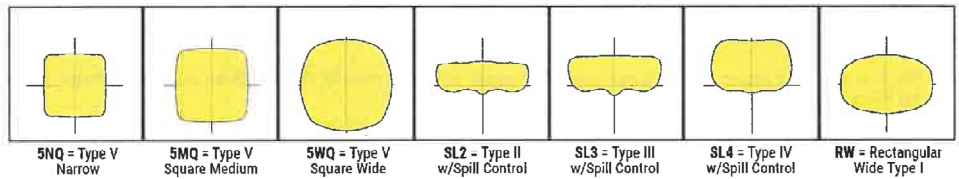
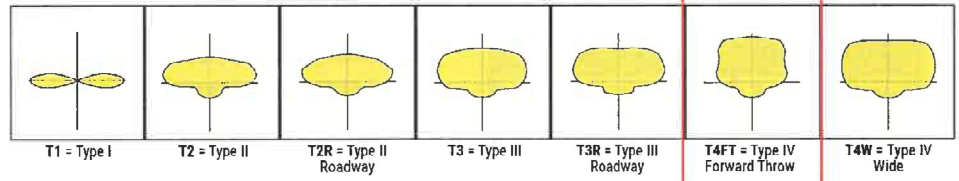
DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details

LUMAVISION AccuLED Optics™

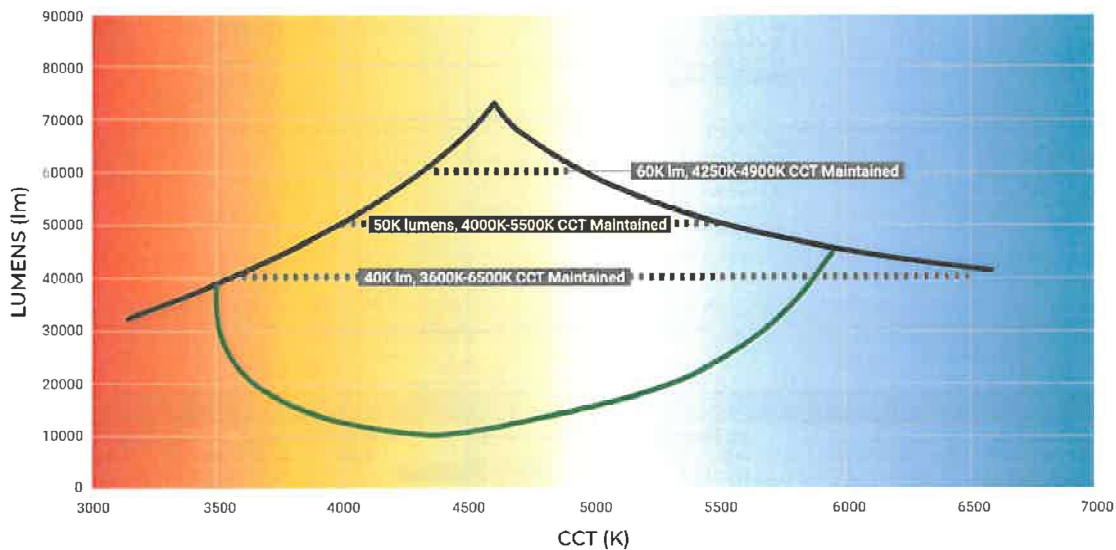
Symmetrical



Asymmetrical

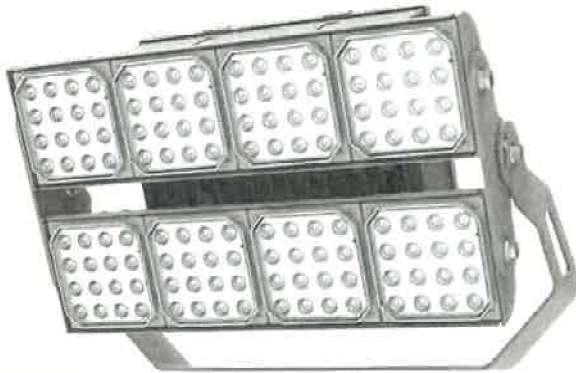


LUMAVISION CCT PRO TUNING OPERATING RANGE



Key	
	Max Lumen Curve
	Min Dimming Curve

Color Options

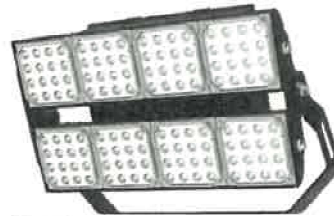


AP = GREY (STANDARD)

AP = GREY (STANDARD)	BK = BLACK	BZ = BRONZE	WH = WHITE	GR = GREEN	GM = GRAPHITE METALLIC	DP = DARK PLATINUM
-------------------------------------	-----------------------	------------------------	-----------------------	-----------------------	---------------------------------------	-----------------------------------

- Customizeable color options (7 options)
- Factory custom built accessories

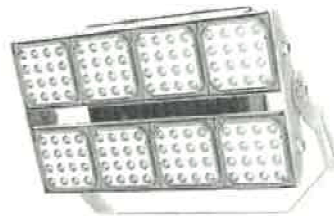
Note: colors may appear differently based on viewing device.



BK = BLACK



BZ = BRONZE



WH = WHITE



GR = GREEN



GM = GRAPHITE METALLIC



DP = DARK PLATINUM

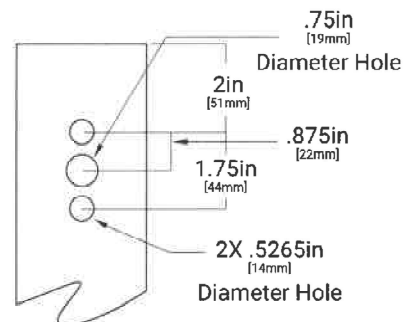
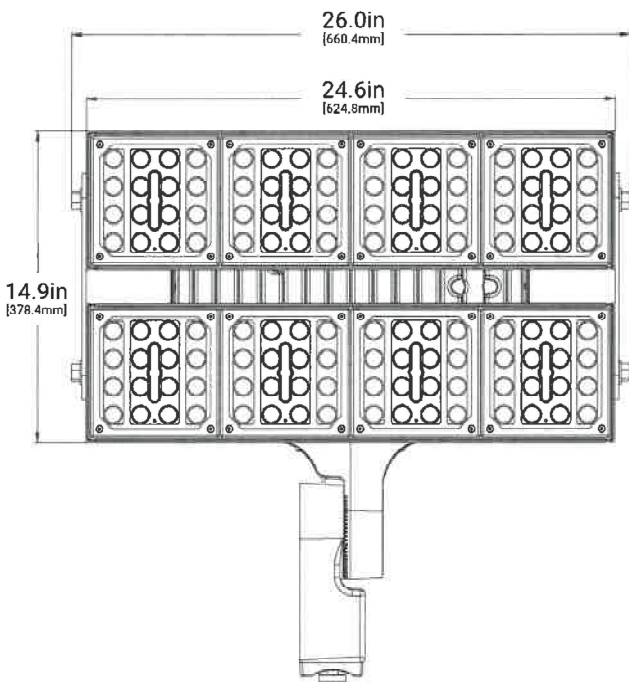
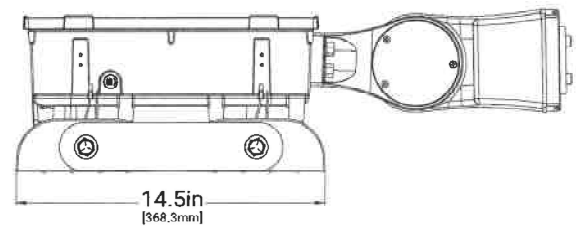
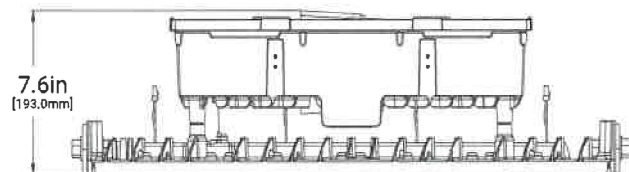
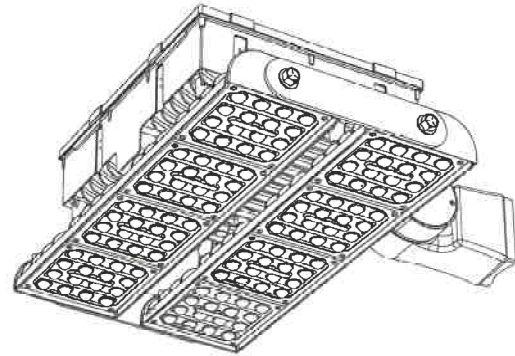
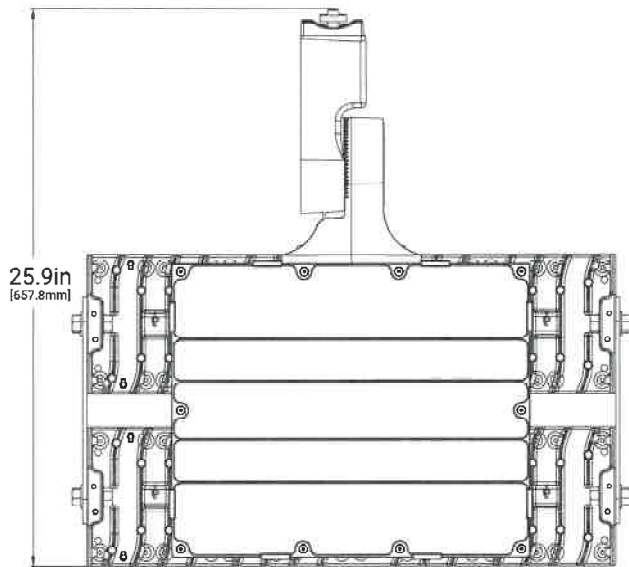
Dimensional & Mounting Details

PRODUCT FAMILY: LUMAVISION

MODEL: 7 & 8

MOUNT TYPE:

- AAJL (ADJUSTABLE ARM DIRECT POLE MOUNT)
- AAJC (ADJUSTABLE ARM DIRECT POLE MOUNT [CORD THROUGH HOUSING])



WARNING: Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to [Pole Drill Patterns Document](#) for additional support information.

Warranty Information



Project Number: _____

Date of Shipment: _____

Ephesus Fixture 10-Year Limited Warranty

I. What the Warranty Covers

Cooper Lighting, LLC ("Cooper Lighting") warrants to the purchaser ("You" or "User") of the new Ephesus fixtures from Cooper Lighting or an authorized distributor for the original installation location ("Covered Products") that the Covered Products shall, for a period of ten (10) years from the date of original shipment (the "Warranty Period"), be free from defects in material and workmanship. During the Warranty Period, Cooper Lighting's sole obligation, and User's sole remedy, shall be, at Cooper Lighting's discretion, to repair or replace for Covered Products to restore the operation of the Covered Products to original design criteria as necessitated by failure of the Covered Products during normal usage. This obligation is triggered only after You experience failure of 10% of the Covered Products.

If there is any conflict between the terms of this Warranty and information communicated either orally or in writing by Cooper Lighting employees or agents, including any statements made by distributors or resellers, this Warranty controls.

II. Warranty Activation / Service Claims

You must make a valid claim to Cooper Lighting to receive coverage under the Warranty. Warranty claims can be serviced by contacting Cooper's customer service and sales center:

Phone: (315) 579-2873

Email: ephesuswarranty@cooperlighting.com

If you are unsure whether a situation exists that is covered by the Warranty, please contact Cooper's customer service and sales center at the phone number or email address listed above for assistance.

III. What Is Not Covered Under the Warranty

This Warranty does not cover:

- a) cosmetic defects;
- b) damage, defects, or failure caused by:
 - i. acts of God (including but not limited to floods, tornadoes, lightning or earthquakes);
 - ii. accident, theft, vandalism, abuse, animal or insect infestation, or negligence;
 - iii. sport or other related activity or other regular use of the installation location;
 - iv. misuse, misapplication, or modification of any part of the Covered Product;
 - v. improper storage, installation, repair, operation, inspection or maintenance;
 - vi. the use of unauthorized components, parts, accessories, or other materials or by equipment or products manufactured by someone other than Cooper Lighting;
 - vii. wrong or inadequate electrical current, connection or supply;
 - viii. conditions that do not meet IEEE Emerald Book standards for grounding of sensitive electronics; or
 - ix. transit.
- c) other equipment or products manufactured by someone other than Cooper Lighting, including but not limited to control system components (hub, DMX wiring, control cards, gateway), poles/crossarms/other structures, mounting gear or other non-

product related material.

This Warranty does not cover and Cooper Lighting will not be responsible for the costs of labor relating to the de-installation of any Covered Product or re-installation of any replacement Product; the shipment of Products; or post-installation testing of any Product for purposes of this Warranty. This Warranty also does not cover and Cooper Lighting will not be responsible for costs associated with lift/crane rental, wiring, pole installation, and existing infrastructure.

IV. What Voids the Warranty

This Warranty is void, and Cooper Lighting shall have no liability hereunder, with respect to a Covered Product if You or any person other than an employee, independent contractor, or subcontractor of Cooper Lighting: (a) install or use a Covered Product in a manner that is not in accordance with the applicable specifications and instructions, including, but not limited to, over/under voltage or current conditions, excessive switching cycles, operating hours, or outside any applicable operating conditions; (b) without the prior written consent of Cooper Lighting, modify, tamper, or disassemble a Covered Product, including, without limitation, alter serial numbers or removes factory supplied stickers or labels of a Product; or (c) use unauthorized components, parts, accessories, or other materials to repair a Covered Product.

V. Replacement of or Repair to Product

Cooper Lighting, in its discretion, may use new, reconditioned, refurbished, repaired or remanufactured products or parts to repair or replace a Covered Product that meets the conditions of this Warranty. Repaired or replaced Covered Products are warranted for the remainder of the original Warranty Period.

VI. Limitation of Warranty

THIS IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCTS. COOPER LIGHTING DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

VII. Limitation of Liability

THE AGGREGATE LIABILITY OF COOPER LIGHTING ARISING FROM OR RELATED TO THIS WARRANTY, SHALL BE LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE COVERED PRODUCTS FROM COOPER LIGHTING. THE REMEDIES OF THE USER SET FORTH IN THIS WARRANTY ARE EXCLUSIVE AND ARE USER'S SOLE REMEDIES FOR ANY FAILURE OF COOPER LIGHTING TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL COOPER LIGHTING BE LIABLE IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS TO WHICH THIS WARRANTY RELATES, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE USER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF USER HAS BEEN ADVISED OF SUCH DAMAGES.

VIII. Severability

If any term or provision of this Warranty is held invalid or unenforceable, the

remainder of this Warranty shall not be effected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

IX. Modifications

This Warranty is effective for the purchases of Covered Products on or after the effective date set forth herein. Cooper Lighting reserves the right to modify this Warranty at any time, and any modifications will be effective for all orders placed on or after the effective date of such revised Warranty.

X. Transfer

This Warranty cannot be transferred without the prior written consent of Cooper Lighting.

XI. Choice of Law

The Warranty shall be construed and enforced in accordance with the laws of the state of Georgia.

Contract Information

Cooperative Name	Sourcewell
Contract Name	Sports lighting
Contract Number	041123-CPL
Contract Term	08/15/2023 - 06/16/2027
Categories	Parks, Recreation & Athletics Parks, Recreation & Athletics: Lighting & Electronics
Website	cooperlighting.com/sourcewell

Benefits

Sourcewell contract 041123-CPL gives access to the following types of goods and services:

- Sports lighting
- Arena lighting
- Field lighting
- Site lighting
- Lumadapt system
- Lumasport system
- AirMesh control system

Pricing and How to Order

Information in this file is subject to change

[Contract 041123-CPL - Price Information](#)

[Locate your local dealer or representative](#)



Documents

- [Contract](#)
- [Request for Proposal \(RFP\)](#)
- [Proof of Publication](#)
- [Proposal Opening Record](#)
- [Proposal Evaluation](#)
- [Comment & Review](#)
- [Board Resolutions](#)

Contacts

Gabe Hough
Director of Customer Experience
315-238-8831
gabe.hough@cooperlighting.com

Kirstin Westby
Supplier Development Administrator
I - Sourcewell
218-895-4186
kirstin.westby@sourcewell-m...

Heidi Murray
Supplier Development Specialist
Sourcewell

Already have a username and password? Sign in below. If not, quickly register to get started.

Sign In

Username*

Password*

[Forgot your password?](#)

Sign In

Register

Nonprofit or Canadian entity?

If you are from a nonprofit, please contact our client relations team 877-585-9706.

Canadian entities should start with [Canoe Procurement Group of Canada](#).

Cooper Lighting LLC
Contract #041123-CPL

Authorized Resellers	Address	City	State	Zip
Georgia Power Company	1790 Montreal Circle	Tucker	GA	30084
NGU Sports Lighting LLC	2401 PGA Blvd, Suite 110	Palm Beach Gardens	FL	33410
Camp Electric Company, Inc.	239 US 64	Rutherfordton	NC	28139



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
CAMP ELECTRIC COMPANY, INC.

Filing Information

Document Number F16000003011
FEI/EIN Number 56-1392980
Date Filed 07/05/2016
State NC
Status ACTIVE

Principal Address

537 Rock Road
RUTHERFORDTON, NC 28139

Changed: 04/19/2024

Mailing Address

PO BOX 1454
RUTHERFORDTON, NC 28139

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 4TH STREET N,
SUITE 300
ST.PETERSBURG, FL 33702

Address Changed: 01/29/2019

Officer/Director Detail

Name & Address

Title P

CAMP, GARY
1103 ROCK ROAD
RUTHERFORDTON, NC 28139

Title VP

CAMP, JASON
3371 US 64 HWY
RUTHERFORDTON, NC 28139

Annual Reports

Report Year	Filed Date
2022	07/14/2022
2023	04/06/2023
2024	04/19/2024

Document Images

04/19/2024 – ANNUAL REPORT	View image in PDF format
04/06/2023 – ANNUAL REPORT	View image in PDF format
07/14/2022 – ANNUAL REPORT	View image in PDF format
04/12/2021 – ANNUAL REPORT	View image in PDF format

04/06/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/27/2018 -- ANNUAL REPORT	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
07/05/2016 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

Agreement - Camp Electric Company, Inc. Replace Tennis Court Light Fixtures, 24- G-345M

Final Audit Report

2024-09-03

Created:	2024-08-27
By:	Yasmin Teja (yteja@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACMiEM3dFN9CotcruZyVJhbnJU7vyg3X2

"Agreement - Camp Electric Company, Inc. Replace Tennis Court Light Fixtures, 24-G-345M" History

-  Document created by Yasmin Teja (yteja@coralsprings.gov)
2024-08-27 - 12:47:52 PM GMT- IP address: 24.233.167.201
-  Document emailed to jason@campelec.com for signature
2024-08-27 - 1:27:04 PM GMT
-  Email viewed by jason@campelec.com
2024-08-27 - 2:22:10 PM GMT- IP address: 208.90.174.219
-  Signer jason@campelec.com entered name at signing as Jason Camp
2024-08-30 - 4:31:14 PM GMT- IP address: 208.90.174.219
-  Document e-signed by Jason Camp (jason@campelec.com)
Signature Date: 2024-08-30 - 4:31:16 PM GMT - Time Source: server- IP address: 208.90.174.219
-  Document emailed to swhitacre@coralsprings.gov for signature
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-  Email viewed by swhitacre@coralsprings.gov
2024-09-03 - 12:28:02 PM GMT- IP address: 203.78.174.124
-  Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2024-09-03 - 12:28:38 PM GMT- IP address: 73.0.84.138
-  Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2024-09-03 - 12:28:40 PM GMT - Time Source: server- IP address: 73.0.84.138

✔ Agreement completed.

2024-09-03 - 12:28:40 PM GMT

Summary Sheet

Agenda Item: 19.

Meeting Date: September 12,
2024

Subject: Proclamation, National I.T. Professionals Day

Requested Action: Request that the City Commission proclaim September 17, 2024 as "National I.T. Professionals Day" in the City of Coral Springs. (Stephen Dyer)
(REQUEST TO PROCLAIM)

Placement: Consent

Attachments: [Proclamation](#)

Background / Description: National I.T. Professionals Day was created in 2015 in an effort to show appreciation for the tech wizards who take care of the nuts and bolts so that the average worker's station stays hooked up to the company network and operates flawlessly.

If you're old enough, you remember when the only meaning of 'attachment' was an actual piece of paper fastened with a metal paper clip to a memo that had been copied physically on a mimeograph machine. Technology has practically advanced at the speed of light since then and someone has always had to keep up with the latest technical advent in order to manage any misfires in a given system. These professionals are nothing less than essential to successful business practices.

Requested By: Staff

Presenting: N/A

Accepting: N/A



Special Proclamation

Shawn M. Cerra
Vice Mayor

Nancy Metayer Bowen
Commissioner

Scott J. Brook
Mayor

Joshua Simmons
Commissioner

Joy Carter
Commissioner

Summary Sheet

Agenda Item: 20.

Meeting Date: September 12,
2024

Subject:

Workers' Compensation Claims Management Services (John Hearn)

Requested Action: Request to renew the contract for Workers' Compensation Claims Management Services, RFP 22-A-210 to **Davies Claims North America, Inc.** of Lakewood Ranch, Florida beginning October 1, 2024 through September 30, 2026 with the option to renew for one (1) additional two (2) year term; and to authorize the Purchasing Manager to execute and approve the final renewal. The estimated annual expenditure for these services will be to \$134,226.

Funding Source: Approved Operating Budget.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW, AUTHORIZE)

Funding Source: Approved Operating Budget

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Agreement with Davies Claims North America, Inc.](#)

Background / Description: For approximately 28 years, the City has used the service of a Third-Party Administrator to conduct its Workers' Compensation Claims Management Services process. This firm has provided all necessary daily oversight and administrative services for the City's workers' compensation claims and the filing of all records and reports on behalf of the City as required by local, state and Federal authorities within mandated timeframes.

Two years ago, the City solicited proposals for a new administrator and a contract was awarded to Davies Claims North America, Inc. formerly known as Johns Eastern Company, Inc. to provide the aforementioned services on an ongoing basis to the City and assume the administration of all existing claims that were in process at the time.

The major reasons for continuing to use Davies Claims North America, Inc. are as follows:

- Davies Claims North America, Inc. has a long, successful track record of providing workers' compensation claims management services to other local governments in Florida.
- Davies Claims North America Inc. has provided quality claims management services to the City of Coral Springs for the past eight (8) years, eliminating the need to migrate to a new system or transfer claims to new adjusters, while ensuring continuity of care.
- Where appropriate, Davies Claims North America, Inc. as part of their monthly service fee provides a nurse case manager for medical claims that warrant the review and the oversight of a medical professional.
- The cost of services proposed by Davies Claims North America, Inc. for the second two year term will increase by 3.76%, which staff believes is fair and reasonable for this service.

The City Attorney's Office and the Purchasing Division staff recommend renewing the contract for Workers' Compensation Claims Management Services to Davies Claims North America, Inc. of Lakewood Ranch, Florida from October 1, 2024 through September 30, 2026 for an estimated annual expenditure of \$134,226 with the option to renew for one (1) additional two (2) year term and authorize the Purchasing Manager to execute and approve the final renewal.

Presenting: John Hearn

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: September 12, 2024
Department: Financial Services
Initiated By: Miguel Machuca
DOC ID: 2399

SUBJECT: Workers' Compensation Claims Management Services
(John Hearn)

PLACEMENT: Consent

REQUESTED ACTION:
(INCLUDE CONTRACT
START/TERM DATES) Request to renew the contract for Workers' Compensation Claims Management Services, RFP 22-A-210 to **Davies Claims North America, Inc.** of Lakewood Ranch, Florida beginning October 1, 2024 through September 30, 2026 with the option to renew for one (1) additional two (2) year term; and to authorize the Purchasing Manager to execute and approve the final renewal. The estimated annual expenditure for these services will be to \$134,226.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing, and Sustainable Community.
(REQUEST TO RENEW, AUTHORIZE)

PROJECT REVIEWED BY
OR INCLUDED IN:

ATTACHMENTS: #1 – Agreement with Davies Claims North America, Inc.

BACKGROUND / DESCRIPTION:

For approximately 28 years, the City has used the service of a Third-Party Administrator to conduct its Workers' Compensation Claims Management Services process. This firm has provided all necessary daily oversight and administrative services for the City's workers' compensation claims and the filing of all records and reports on behalf of the City as required by local, state and Federal authorities within mandated timeframes.

Two years ago, the City solicited proposals for a new administrator and a contract was awarded to Davies Claims North America, Inc. formerly known as Johns Eastern Company, Inc. to provide the aforementioned services on an ongoing basis to the City and assume the administration of all existing claims that were in process at the time.

The major reasons for continuing to use Davies Claims North America, Inc. are as follows:

- Davies Claims North America, Inc. has a long, successful track record of providing workers' compensation claims management services to other local governments in Florida.
- Davies Claims North America Inc. has provided quality claims management services to the City of Coral Springs for the past eight (8) years, eliminating the need to migrate to a new system or transfer claims to new adjusters, while ensuring continuity of care.

City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: September 12, 2024

Subject: Workers' Compensation Claims Management Services

- Where appropriate, Davies Claims North America, Inc. as part of their monthly service fee provides a nurse case manager for medical claims that warrant the review and the oversight of a medical professional.
- The cost of services proposed by Davies Claims North America, Inc. for the second two year term will increase by 3.76%, which staff believes is fair and reasonable for this service.

The City Attorney's Office and the Purchasing Division staff recommend renewing the contract for Workers' Compensation Claims Management Services to Davies Claims North America, Inc. of Lakewood Ranch, Florida from October 1, 2024 through September 30, 2026 for an estimated annual expenditure of \$134,226 with the option to renew for one (1) additional two (2) year term and authorize the Purchasing Manager to execute and approve the final renewal.

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
DAVIES CLAIMS NORTH AMERICA, INC. FOR WORKERS' COMPENSATION
CLAIMS MANAGEMENT SERVICES**

THIS AMENDMENT TO AGREEMENT, made and entered into the ____ day of _____, 2024, by and between:

CITY OF CORAL SPRINGS
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

DAVIES CLAIMS NORTH AMERICA, INC.
a Florida profit corporation
P.O. Box 110259
Lakewood Ranch, Florida 34211
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on September 12, 2022 CITY and Johns Eastern Company, Inc. entered into an Agreement for Workers' Compensation Claims Management Services; and

WHEREAS, on February 8, 2024 Johns Eastern, Inc. filed an amendment with the Department of State changing its name to Davies Claims North America, Inc. and the effective was February 19, 2024; and

WHEREAS, the current Agreement expires on September 30, 2024; and

WHEREAS, the Agreement provides that it may be renewed for two (2) additional (2) two year terms, subject to satisfactory performance by CONTRACTOR; and

WHEREAS, both parties are desirous of extending the term of the Agreement for an additional two (2) year term through September 30, 2026; and

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. **RECITALS**

The above recitals are true and correct and are incorporated herein.

SECTION 2. **TERM**

The parties hereby renew the Agreement for an additional two (2) year term through September 30, 2026.

SECTION 3. Section 4 of the Agreement shall hereby be amended to read as follows, any portion of Section 4 not specifically amended below shall remain in full force and affect:

4.01 Compensation for CONTRACTOR's services shall be per Exhibit "D", Fee Schedule, attached hereto and incorporated herein. Said fees shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel, and all other costs which are necessary to provide the services as outlined in this Agreement.

SECTION 4. Section 8 of the Agreement shall hereby be replaced in its entirety to read as follows:

RECORDS AND AUDIT

8.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

8.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the

contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

8.03 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 5. Section 27 of the Agreement shall hereby be replaced in its entirety to read as follows:

ATTORNEYS FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 6. Section 28 of the Agreement shall hereby be replaced in its entirety to read as follows:

CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 7. Section 32 of the Agreement shall be hereby be amended to read as follows, any portion of Section 32 not specifically amended below shall remain in full force and affect:

NOTICES:

CITY

COPY TO: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
Email: mmachuca@coralsprings.gov

CONTRACTOR: Davies Claims North America, Inc.
P.O. Box 110259
Lakewood Ranch, Florida 34211
Tel.: 1-866-784-0583 Fax: 813-402-7914
Email: badkins@johnseastern.com

SECTION 8. All other conditions and terms of the original agreement, as amended, not specifically amended herein, remain in full force and effect.

SECTION 9. **SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 10. This Amendment to Agreement shall become effective October 1, 2024.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and DAVIES CLAIMS NORTH AMERICA, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Sep 4, 2024 19:22 EDT)

CHRISTINA M. GOMEZ
Assistant City Attorney

**DAVIES CLAIMS
NORTH AMERICA, INC.**

By: Beverly Adkins
Beverly Adkins (Sep 4, 2024 18:04 EDT)

Title: President

Print Name: Beverly Adkins

RFP 22-A-210
WORKERS' COMPENSATION CLAIMS MANAGEMENT SERVICES

ATTACHMENT "D"
FEE PROPOSAL

The Respondent shall provide fee quotations for the following periods:

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	Monthly Service Amount for services – as specified in Exhibit A. Month 1 through month 13.*	Monthly	\$ 10,780
2	Monthly Service Amount for services – as specified in Exhibit A. Month 14 through month 25.*	Monthly	\$ 10,780
3	Monthly Service Amount for services – as specified in Exhibit A. Month 26 through month 37.*	Monthly	\$ 11,186
4	Conversion of existing open claims**	One Time Lump Sum	\$ 0

* Please see our attached Allocated Loss Adjusting Expenses (ALAE) for a complete listing of all services not included in the Monthly Service Fee.

Years 1-2: \$129,356 per year
Years 3-4: \$134,226 per year
Years 5-6: \$139,318 per year

**Management of existing open claims as indicated in Attachment "F" and ALL new claims opened prior to award of contract, will be transferred to the TPA selected. The selected Administrator will require transfer of data from the incumbent's system. Each respondent shall state its ability to accept this claim information, and shall provide a work plan, timetable, and fee quotation for these services.

The costs proposed are for a monthly fee, which is all inclusive of all services required in Attachment "A", Scope of Services. There is NO guarantee of the claim volume which may occur during any month of the contract. Successful proposer will bill ONLY the proposed monthly amount for all services.

The Respondent shall propose Performance Guarantee(s) for the administration of this program.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

DAVIES CLAIMS NORTH AMERICA, INC.

Filing Information

Document Number	300298
FEI/EIN Number	59-1115663
Date Filed	01/01/1966
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	02/08/2024
Event Effective Date	02/19/2024

Principal Address

6015 RESOURCE LANE
LAKEWOOD RANCH, FL 34202

Changed: 05/03/2023

Mailing Address

PO BOX 110259
LAKEWOOD RANCH, FL 34211-0004

Changed: 05/03/2023

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 05/03/2023

Address Changed: 05/03/2023

Officer/Director Detail

Name & Address

Title TS

BAYER, STUART E
6015 RESOURCE LANE
BRADENTON, FL 34202

Title EVP

HARLOW, BRIAN K
6015 RESOURCE LANE
BRADENTON, FL 34202

Title EVP

ADKINS, BEVERLY
6015 RESOURCE LANE
BRADENTON, FL 34202

Title PDT

LEDERER, DONALD
6015 RESOURCE LANE
BRADENTON, FL 34202

Annual Reports

Report Year	Filed Date
2022	01/24/2022
2023	02/28/2023
2024	03/04/2024

Document Images

03/04/2024 -- ANNUAL REPORT	View image in PDF format
02/08/2024 -- Name Change	View image in PDF format
05/03/2023 -- Reg. Agent Change	View image in PDF format
02/28/2023 -- ANNUAL REPORT	View image in PDF format
11/04/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
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01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
01/24/2012 -- ANNUAL REPORT	View image in PDF format
12/22/2011 -- Reg. Agent Change	View image in PDF format
02/14/2011 -- ANNUAL REPORT	View image in PDF format
01/26/2010 -- ANNUAL REPORT	View image in PDF format

02/02/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- ANNUAL REPORT	View image in PDF format
01/16/2007 -- ANNUAL REPORT	View image in PDF format
01/11/2006 -- ANNUAL REPORT	View image in PDF format
02/07/2005 -- ANNUAL REPORT	View image in PDF format
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04/24/1998 -- ANNUAL REPORT	View image in PDF format
04/23/1997 -- ANNUAL REPORT	View image in PDF format
02/26/1996 -- ANNUAL REPORT	View image in PDF format
02/14/1995 -- ANNUAL REPORT	View image in PDF format

Agreement with Davies Claims North America, Inc.

Final Audit Report

2024-09-04

Created:	2024-09-04
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0VFO7cJnL3SOY9gYm-paeMS6b8aUUiDb

"Agreement with Davies Claims North America, Inc." History

-  Document created by Miguel Machuca (mmachuca@coralsprings.gov)
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-  Document emailed to beverly.adkins@davies-group.com for signature
2024-09-04 - 4:23:26 PM GMT
-  Email viewed by beverly.adkins@davies-group.com
2024-09-04 - 10:02:27 PM GMT- IP address: 204.217.254.99
-  Signer beverly.adkins@davies-group.com entered name at signing as Beverly Adkins
2024-09-04 - 10:04:36 PM GMT- IP address: 208.87.234.202
-  Document e-signed by Beverly Adkins (beverly.adkins@davies-group.com)
Signature Date: 2024-09-04 - 10:04:38 PM GMT - Time Source: server- IP address: 208.87.234.202
-  Document emailed to cgomez@coralsprings.gov for signature
2024-09-04 - 10:04:40 PM GMT
-  Email viewed by cgomez@coralsprings.gov
2024-09-04 - 11:22:01 PM GMT- IP address: 174.48.87.248
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2024-09-04 - 11:22:34 PM GMT- IP address: 174.48.87.248
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2024-09-04 - 11:22:36 PM GMT - Time Source: server- IP address: 174.48.87.248
-  Agreement completed.
2024-09-04 - 11:22:36 PM GMT

Summary Sheet

Agenda Item: 21.

Meeting Date: September 12,
2024

Subject:

Resolution 2024-035, Adopting Water and Sewer Impact Fees (John Norris)

Requested Action: Request to approve and adopt Resolution 2024-035, adopting non-residential and residential water and wastewater facility impact fees, effective January 1, 2025.

Funding Source: Water and Sewer Fund.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO APPROVE, ADOPT)

Funding Source: Water and Sewer Fund

Term Or Effective Date: January 1, 2025

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)

[#1 - Resolution 2024-035](#)

[#2 - FY23 Coral Springs Utility Rate Study Final Report](#)

Background / Description:

Impact fees are assessed for new development with relation to water and sewer funds to ensure that every development equitably contributes to the cost of infrastructure serving the surrounding area, specifically relating to the cost of extracting and treating ground water for potable uses, the transmission of the water through the city service area and the conveyance and treatment of wastewater at the Broward County North Regional Wastewater Treatment Plant. These fees are assessed for projects only in the City of Coral Springs water and sewer service area at the time of Building permit application. These fees do not apply to other water service areas within the City (CSID, NSID and Royal Waterworks).

The City's Utilities consultant, Stantec Consulting Services, Inc., performed a rate study and evaluated the City's water and sewer impact fees. Stantec Consulting Services recommended the adjustment of the current impact fees for all new non-residential properties and for the redevelopment of non-residential properties with an increased water demand, and for all new residential properties within the City of Coral Springs service area. Stantec's study and exhibit A of the resolution show the revised fees reflecting the actual cost levels, and a recommended yearly increase until FY2028.

Presenting: John Norris

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: September 12, 2024
Department: Public Works
Initiated Najla Zerrouki
DOC ID: 2360

SUBJECT: Resolution 2024-035 Adopting Water and Sewer Impact Fees (John Norris)

PLACEMENT: Policy

REQUESTED ACTION: Request to approve Resolution 2024-035 adopting non-residential and residential water and wastewater facility impact fees, effective January 1, 2025. Funding Source: Water and Sewer. An Innovative, High Performing and Sustainable Organization
(INCLUDE CONTRACT START/TERM DATES) (REQUEST TO APPROVE)

PROJECT REVIEWED BY OR INCLUDED IN:

ATTACHMENTS: #1 – Resolution 2024-035
#2 - FY23 Coral Springs Utility Rate Study Final Report

BACKGROUND:

Impact fees are assessed for new development with relation to water and sewer funds to ensure that every development equitably contributes to the cost of infrastructure serving the surrounding area, specifically relating to the cost of extracting and treating ground water for potable uses, the transmission of the water through the city service area and the conveyance and treatment of wastewater at the Broward County North Regional Wastewater Treatment Plant.

These fees are assessed for projects only in the City of Coral Springs water and sewer service area at the time of Building permit application. These fees do not apply to other water service areas within the City (CSID, NSID and Royal Waterworks).

The City's Utilities consultant, Stantec Consulting Services, Inc., performed a rate study and evaluated the City's water and sewer impact fees. Stantec Consulting Services recommended the adjustment of the current impact fees for all new non-residential properties, for the redevelopment of non-residential properties with an increased water demand, and for all new residential properties within the City of Coral Springs service area. Stantec's study and exhibit A of the resolution show the revised fees reflecting the actual cost levels, and a recommended yearly increase until FY2028.

RESOLUTION NO. 2024-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, ADOPTING NON-RESIDENTIAL AND RESIDENTIAL WATER AND WASTEWATER FACILITY IMPACT FEES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 210 and Section 211 of the City's Land Development Code relating to water and wastewater facilities impact fees requires that the impact fee rates be adopted pursuant to a resolution approved by the City Commission; and

WHEREAS, the City's water services consultant, Stantec Consulting Service, Inc., performed a rate study and recommended certain impact fee rates; and

WHEREAS, the adjustment in impact fees is just and equitable for the use of the water system; and

WHEREAS, the City Commission determines that adopting water and wastewater facility impact fees in accordance with Section 210 and Section 211 of the City's Land Development Code, is in the best interests of the citizens of Coral Springs; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA.

SECTION 1. The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

SECTION 2. The City Commission hereby adopts the impact fee schedule attached as Exhibit "A" for all new non-residential properties and for redevelopment of non-residential properties with an increased water demand and all new construction residential properties within the City of Coral Springs.

SECTION 3. This Resolution shall become effective January 1, 2025.

PASSED AND ADOPTED this _____ day of _____, 2024.

SCOTT BROOK, Mayor

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

Unanimous _____
Motion /2nd

Yes No

___	___	MAYOR BROOK	___	___
___	___	VICE MAYOR CERRA	___	___
___	___	COMMISSIONER CARTER	___	___
___	___	COMMISSIONER METAYER BOWN	___	___
___	___	COMMISSIONER SIMMONS	___	___

Resolution 2024-035
Exhibit A

Residential Impact Fee Schedule					
<u>Customer Classification</u>	<u>Meter Size</u>	<u>ERUs</u>	<u>Water Service</u>	<u>Sewer Service</u>	<u>Total Fee</u>
Residential					
Single-Family	5/8" & 1"	1.00	\$1,603	\$1,701	\$3,304
Multi-Family	N/A	0.88	\$1,411	\$1,497	\$2,908
Non-Residential Impact Fee Schedule					
	<u>Meter Size</u>	<u>ERUs</u>	<u>Water Service</u>	<u>Sewer Service</u>	<u>Total Fee</u>
	5/8" & 1"	1.00	\$1,603	\$1,701	\$3,304
	1-1/2"	5.00	\$8,015	\$8,505	\$16,520
	2"	8.00	\$12,824	\$13,608	\$26,432
	3"	16.00	\$25,648	\$27,216	\$52,864
	4"	25.00	\$40,075	\$42,525	\$82,600
	6"	50.00	\$80,150	\$85,050	\$165,200
	8"	80.00	\$128,240	\$136,080	\$264,320
	10"	115.00	\$184,345	\$195,615	\$379,960



City of Coral Springs, FL

Utility Rate Study Final Report

July 3, 2023





July 3, 2023

Mr. John C. Norris
Director
Department of Public Works
City of Coral Springs, Florida
9500 W. Sample Road
Coral Springs, Florida 33065

Re: Utility Rate Study – Final
Report

Dear Mr. Norris,

Stantec is pleased to provide you with this Report of the findings from the Utility Rate Study (Study) that we completed for the City of Coral Springs (City) water and wastewater utility systems (Utility). We appreciate the fine assistance provided by you and other members of City staff who participated in and contributed to the Study. Key findings and recommendations are provided in the attached report.

If you or others at the City have any questions, please do not hesitate to call me at (813) 204-3311 or email at jeffrey.dykstra@stantec.com. We appreciate the opportunity to be of service to the City, and we look forward to the possibility of doing so again soon.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Dykstra", with a long horizontal flourish extending to the right.

Jeff Dykstra
Principal

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Enclosure

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1. EXECUTIVE SUMMARY

1.1 INTRODUCTION

This Executive Summary presents an overview of the results of the Utility Rate Study (Study) that was conducted for the water and wastewater systems of the City of Coral Springs, Florida (hereafter referred to as the “City” or “Utility”) by Stantec.

1.2 OBJECTIVES

The principal objectives or components of the Study are as follows:

Revenue Sufficiency Analysis – Develop a multi-year financial plan for the City’s water and wastewater systems to determine the level of annual revenue required to satisfy projected annual operating, debt service, and capital cost requirements as well as maintain adequate reserves.

Rate Structure Analysis – Review the City’s existing water and wastewater rate structures and develop modifications, if any, to ensure that the City’s rates conform to accepted industry practice and reflect the appropriate distribution of system costs, while achieving its policy objectives, such as fiscal stability, affordability, and conservation to the greatest extent possible.

Miscellaneous Service Charges – Provide cost templates to City staff to identify costs of the Utility to provide various miscellaneous services (such as service reconnections, service initiations, meter testing, and others) to serve as the basis for adjustment to these types of charges.

Impact Fee Analysis – Review the City’s existing water and wastewater impact fees, calculate the current cost of capacity, and prepare a comparison of the City’s calculated fees to those of other local utility systems.

1.3 REVENUE SUFFICIENCY ANALYSIS

The Revenue Sufficiency Analysis (RSA) evaluated the sufficiency of the Utility’s revenues to meet all its current and projected financial requirements through FY 2032 and determined the level of any rate revenue increases necessary in each year to provide sufficient revenues to fund all the Utility’s annual cost requirements. Stantec thoroughly discussed the base data and assumptions of the analysis with City staff and reviewed several alternative rate adjustment scenarios for the Utility. Through this process, Stantec identified the recommended financial management plan and associated plan of annual water and wastewater rate revenue increases presented herein.

The recommended financial management plan and corresponding plan of water and wastewater rate revenue adjustments are based upon the revenue and expense information, beginning fund balances, and assumptions as described in Section 2 of this report. Appendix A includes detailed schedules presenting

all components of the financial management plan. The recommended five-year rate revenue adjustment plan is presented in Table 1.

Table 1 - Recommended Water and Wastewater Rate Revenue Increases

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Effective Date	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2026
Water	9.5%	9.5%	9.5%	9.5%	9.5%
Wastewater	2.5%	2.5%	2.5%	2.5%	2.5%

1.4 RATE STRUCTURE ANALYSIS

Stantec examined the Utility's existing water and wastewater rates and rate structure and concludes that the existing rate structure (which was implemented based upon the 2013 Utility Rate Study) is aligned with industry standards and adequately meets the City's rate objectives.

1.4.1 Water and Wastewater Rates

Common practice is a two-part rate structure comprised of both fixed and variable charges. Generally accepted patterns in the water industry include recovery of a portion of the costs of the system in a fixed readiness-to-serve charge. This pattern recognizes that utilities have substantial investments in capital related costs and other fixed costs that are incurred year-round to maintain a state of readiness to meet peak demands of their customers when they occur. No structural modifications to the City's monthly minimum (fixed) charges are recommended (other than indicated adjustments in the level of the fees to recover the revenue requirements of the system).

The City's volumetric rate structure for potable water is made up of an inclining block structure, in which the rate per block increases at each threshold for residential and irrigation customers and a uniform rate for non-residential use. For wastewater volumes, a uniform rate is applied to metered water use. This structure is consistent with communities throughout Florida and the Utility's objectives for conservation pricing. As such, no modifications are recommended at this time pertaining to the City's water and wastewater volumetric rate structure and it is recommended that the City increase the water and wastewater rates by 9.5% and 2.5% respectively.

Table 2 provides the monthly bill impacts through FY 2028 for a residential customer with water and wastewater service using 5,000 gallons per month.

Table 2 - Residential Water & Wastewater Monthly Bill Impacts: Recommended Rates¹

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Combined Bill	\$77.12	\$80.97	\$85.09	\$89.54	\$94.30
\$ Change	\$3.63	\$3.85	\$4.12	\$4.45	\$4.76
% Change	4.9%	5.0%	5.1%	5.2%	5.3%

1.5 MISCELLANEOUS SERVICE CHARGES

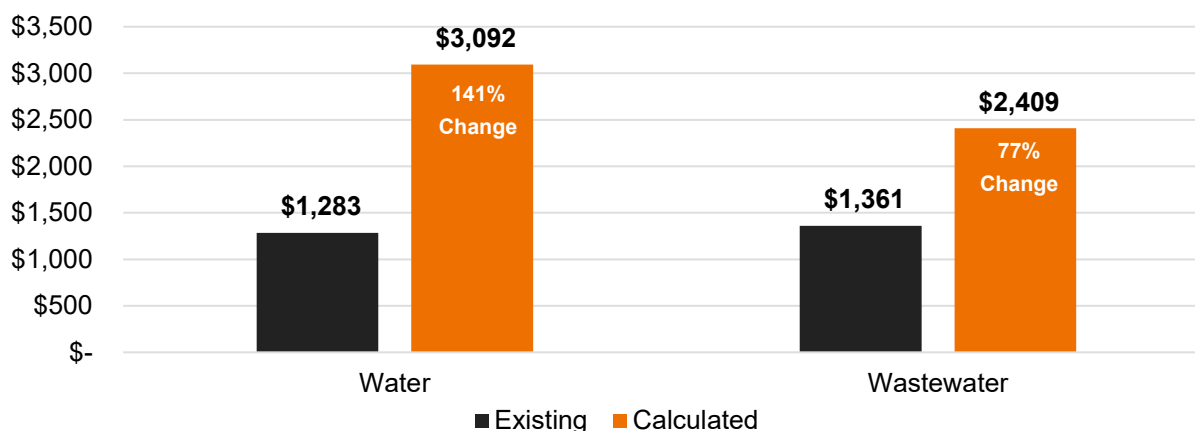
The Utility currently applies miscellaneous service charges for the provision of specific services to individual customers. Connection charges, service initiation charges, service turn-on/off, and meter tests are examples of the types of services for which the City has various miscellaneous service charges. The primary intent of miscellaneous charges is to ensure the recipient of the benefit of a specific service bears the costs associated with providing that service or to influence or promote positive customer behavior. Stantec provided City staff with a cost-of-service template to be used for each service charge and any new charges the City wished to consider. This template provided a consistent methodology for assigning the appropriate time and material costs necessary for providing each service. Upon completion of the templates, City staff will identify any adjustments to the current schedule of Miscellaneous Service Charges for consideration by the City Commission in the future as part of a proposed ordinance and/or resolution revision.

1.6 IMPACT FEES

Stantec also evaluated the City's water and wastewater impact fees which have been in effect since 2013. The City's water and wastewater impact fees are one-time charges paid by a new customer for infrastructure and facilities needed to provide capacity. Such fees are the mechanism to provide capacity for new customers and minimize the extent to which existing customers must bear the cost of facilities that will be used to serve new customers. It is a good practice to periodically review these types of fees to ensure that they provide an accurate representation of the Utility's current unit costs. As such, Stantec developed updated unit costs based upon the Utility's existing infrastructure and multi-year capital improvement program.

The Study determined that the City's existing impact fees are substantially below current cost levels as shown in Figure 1.

¹ Based on a 1" meter or smaller and 5,000 gallons of water use per month. Excludes the City's 10% water utility tax.

Figure 1 – Existing and Calculated Impact Fees

Based upon the calculated costs presented herein and in consideration of relevant changes to the Florida Impact Fee legislation in 2021², the City should consider a phased approach to implementing increases to its impact fees on a per equivalent residential unit (ERU) basis, as outlined in Table 3 and discussed in more detail in Section 6 herein.

Table 3 - Impact Fee 4-Year Phasing (per ERU)

Connection Fees	Existing	FY 2024	FY 2025	FY 2026	FY 2027	Cumulative Change
Water	\$1,283	\$1,443	\$1,603	\$1,763	\$1,923	
\$ Change	-	\$160	\$160	\$160	\$160	\$640
% Change		12.5%	11.1%	10.0%	9.1%	49.9%
Wastewater	\$1,361	\$1,531	\$1,701	\$1,871	\$2,041	
\$ Change	-	\$170	\$170	\$170	\$170	\$680
% Change		12.5%	11.1%	10.0%	9.1%	50.0%

² HB 337 signed into law in June 2021 with changes to the Florida Impact Fee Act (Fla. Stat. § 163.31801 (2022)). This legislation limits increases to impact fees to 50%. Increases below 25% are to be spread out over a two-year period while increases between 25% and 50% are to be phased in over four years.

2. INTRODUCTION

Stantec has conducted a comprehensive Utility Rate Study for the City's water and wastewater systems. This report presents the objectives, approach, methodologies, source data, assumptions, as well as the findings and recommendations of the Study.

2.1 BACKGROUND

The City owns and operates a potable water system, managed by the Public Works Department which services as one of four water districts³ serving customers within the City's boundaries. The Utility's water system consists of groundwater supply wells, a water treatment plant with permitted capacity of 16 million gallons per day (MGD), potable water storage, and a distribution system to serve more than 13,000 connections within the City.

The City owns and operates a collection system of gravity sewers and force main sewers to collect and deliver wastewater to the Broward County Wastewater Treatment Plant⁴ for treatment from its more than 12,000 service connections in the City. Wastewater from the City's collection system is sent to Broward County (County) through three interconnects. The City's reserved capacity is 9.79 MGD with average annual flows averaging approximately 7.7 MGD from FY 2018 through FY 2022.

In 2013, Burton & Associates⁵ completed a comprehensive water and wastewater rate study⁶ (2013 Rate Study) that identified recommended rate structure modifications primarily to enhance conservation pricing signals and developed a multi-year plan of water and wastewater rate adjustments. The recommendations of that Study were adopted and the City has increased rates by 3.50% annually, except in FY 2022 when the City decided to forgo any rate adjustments.

The Utility is facing several challenges related to rising operating and capital costs which will impact the sufficiency of revenues generated by existing rates. Specifically, the Utility's Coral Springs Water Treatment Plant (CSWTP) was originally constructed in 1966 and faces costly rehabilitation, operational challenges and associated increasing costs of managing sludge disposal. Additionally, the Utility is planning for potential changes in water quality and regulation of emerging contaminants. As such, the Utility engaged Eckler Engineering, Inc. to complete a feasibility study to evaluate long-term costs and benefits of converting the treatment process from lime-softening to membrane treatment. That study identified the need for approximately \$132 million (in 2023 dollars) in capital costs specifically related to the plant conversion and wellfield over the next 30-years which are directly attributable to the water system.

³ City of Coral Springs, North Springs Improvement District, Coral Springs Improvement District, and the Royal Water Works.

⁴ Large User Agreement between the City and Broward County.

⁵ Acquired by Stantec in 2016.

⁶ Final report dated August 7, 2013.

Additionally, the Utility is facing continuous need for the renewal and replacement of existing infrastructure for both the water and wastewater systems, inflation in operating costs, notably in the areas of electricity and chemicals, and recent and expected increases in wastewater treatment and disposal charges from the County.

As such, Stantec was retained to perform a comprehensive rate study including a financial management plan to identify the required water and wastewater rate adjustments needed to meet the projected cost requirements of the Utility, the results of the Study are documented herein.

2.2 OBJECTIVES

The principal objectives or components of the Study are as follows:

Revenue Sufficiency Analysis – Develop a multi-year financial plan for the City’s water and wastewater systems to determine the level of annual revenue required to satisfy projected annual operating, debt service, and capital cost requirements as well as maintain adequate reserves.

Rate Structure Analysis – Review the City’s existing water and wastewater rate structures and develop modifications, if any, to ensure that the City’s rates conform to accepted industry practice and reflect the appropriate distribution of system costs, while achieving its policy objectives, such as fiscal stability, affordability, and conservation to the greatest extent possible.

Miscellaneous Service Charges – Provide cost templates to City staff to identify costs of the Utility to provide various miscellaneous services (such as service reconnections, service initiations, meter testing, and others) to serve as the basis for adjustment to these types of charges.

Impact Fee Analysis – Review the City’s existing water and wastewater impact fees, calculate the current cost of capacity, and prepare a comparison of the City’s calculated fees to those of other local utility systems.

3. REVENUE SUFFICIENCY ANALYSIS

3.1 DESCRIPTION

This section presents the financial management plan including annual rate adjustments developed in the RSA that was conducted as part of the Study. The following sub-sections of the report describe the source data and assumptions used, as well as the findings and results of the RSA. Appendix A includes detailed supporting schedules for the financial management plan identified herein.

During the RSA, Stantec reviewed alternative multi-year financial management plans and corresponding water and wastewater rate revenue adjustment plans through interactive work sessions with City staff. During these meetings, the impact of various inputs or assumptions upon key financial indicators were examined using graphical output and extensive review of inputs, assumptions, and relationships between key variables. The recommended financial management plan and corresponding plan of annual water and wastewater rate revenue adjustments as presented in this report will allow the Utility to fund its cost requirements throughout the projection period and meet its financial performance goals and objectives.

Stantec obtained the Utility's historical and budgeted financial information regarding the operation of its water and wastewater systems, as well as historical customer counts and volume data by class of customer. Stantec was also provided the Utility's multi-year capital improvement program (CIP) and current debt service obligations and covenants, or promises made to lenders, relative to net income coverage requirements and reserves. Stantec discussed with City staff other assumptions and policies that would affect the financial performance of the Utility, such as historical trends in demands, planned developments/customer growth, debt coverage levels, levels of reserves, capital funding sources, earnings on invested funds, escalation rates for operating costs, and others.

All this information was entered into a comprehensive financial planning model which produced a 10-year projection of the adequacy of revenues provided by the existing rates of the Utility to meet its current and projected financial requirements. Thereafter, the level of rate revenue increases necessary in each year of the projection period to satisfy the system's annual financial requirements was determined.

The financial planning model utilizes all projected available unrestricted funds in each year of the projection period to pay for capital expenditures. The model is set up to reflect the rules of cash-funded expenditures (Pay-As-You-Go or PAYGO) and it produces a detailed summary of the funding sources to be used for each project in the CIP. To the extent that current revenues and unrestricted reserves are not adequate to fund all capital projects in any year of the projection period, the model identifies a borrowing requirement to fund those projects, or portions thereof that are determined to be eligible for borrowing. The financial plan is used to develop a borrowing program (if necessary) that includes the required borrowing amount by year and the estimated annual debt service requirements for each year in the projection period.

3.2 SOURCE DATA

The following sub-sections present the key source data relied upon in updating the RSA.

3.2.1 Beginning Fund Balances

The FY 2021 Trial Balance and details of fund balances as found in the FY 2021 Annual Comprehensive Financial Report (ACFR) were used to establish the beginning FY 2022 (October 1, 2021) balances for the Utility. The Utility's total fund balance was approximately \$21 million which includes a combination of unrestricted cash, restricted reserves (i.e., customer deposits, debt service reserves), impact fees, renewal & replacement, working capital reserve, and funds set aside specifically for capital improvements. Schedule 2 of Appendix A presents the beginning funds available by source.

3.2.2 Revenues

Revenues consist of revenue from user rates, impact fees, interest income, and revenue from miscellaneous service charges. Revenues reflect an evaluation of multiple years of historical results, FY 2022 estimates, and the FY 2023 Budget, as discussed with City staff.

3.2.3 Operating Expenditures

The Utility's operating expenditures include all operations and maintenance (O&M) expenses, transfers, and minor capital outlay. O&M projections by individual expense categories are based on amounts from the City's FY 2023 Budget, adjusted annually thereafter based upon assumed cost escalation factors that were reviewed with City staff.

3.2.4 Debt Service

Debt service schedules for the Utility's outstanding and projected debt obligations through FY 2032 were provided by City staff.

3.2.5 Capital Improvement Program

City staff provided the Utility's CIP in project level detail from FY 2022 through FY 2028. Stantec worked with staff to refine the capital project cost estimates in future years, discuss timing of the projects, and review optimal funding methods for each of the projects. Per discussions with City staff, assumptions of future R&R spending were made for years FY 2029 through FY 2032 equal to FY 2028 levels. In addition, City staff provided capital cost estimates from the Utility's engineer regarding the CSWTP membrane conversion which are included beginning in FY 2024. A detailed list of projects and costs by year can be seen on Schedule 6A of Appendix A.

3.3 REVENUE & REVENUE REQUIREMENTS

3.3.1 Rate Revenue

Rate revenue projections were based upon City's staff estimates for FY 2022 and an evaluation of FY 2023 revenue collected, adjusted annually to reflect assumed customer growth, changes in demand, and assumed rate revenue adjustments. Revenue from fixed (monthly minimum) charges for water and wastewater service is based on the number of customer accounts by meter size within the system, while volumetric rate revenue is dependent on the amount of water sold and associated billed wastewater volumes. The projection of rate related revenues is provided on Schedule 3 of Appendix A.

Customer growth, water sales, and billed wastewater volume projections were based upon a review of historical data, observance of local environmental and economic conditions, and discussions with staff regarding the anticipated number of new service connections and planned redevelopment within the Utility's service area and trends in water demands.

Apart from the variability in observed demands due to weather, recent overall industry and Utility trends have shown a gradual decrease in the amount of water use per household, as such, the RSA projected that water volume will decrease by 1.0% per account annually throughout the projection period offsetting a portion of the projected growth in demands related to the customer growth forecasted. The projection of customer accounts, water sales, and billed wastewater volumes is provided on Schedule 1 of Appendix A.

3.3.2 Impact Fees

Impact fees are one-time charges paid by a new customer for their share of system capacity. Such fees are the mechanism by which growth can "pay its own way" and minimize the extent to which existing customers must bear the cost of facilities that will be used to serve new customers or customers requiring additional capacity. The RSA assumes that the Utility will receive impact fees from new customers connecting to the water and wastewater systems. For FY 2022, City staff provided Stantec with impact fee revenue based upon actual receipts. Beginning in FY 2023, customer growth drives the projection of impact fee revenues. These fees are directed to the Utility's Water and Wastewater Impact Fee Funds and are available for system expansion related capital projects or related debt service. The projection of impact fee revenues is provided on Schedule 3 of Appendix A.

3.3.3 Other Revenues

Projections of all other non-rate revenues were based upon City's staff estimates for FY 2022 and reflect the amounts within the FY 2023 Budget and, excluding interest income, which was calculated annually based upon projected average fund balances and assumed interest rates of 1.0% per year. The projection of other revenues is provided on Schedule 3 of Appendix A.

3.3.4 Operating Expenses

O&M expenses for the Utility include personnel costs, contract services costs, costs related to materials and supplies, electricity, chemicals, purchased wastewater treatment services from Broward County, and others. Projections of future O&M expenses were developed by applying various annual cost escalation factors based upon the type of expense based on the FY 2023 Budget.

Annual cost escalation factors for the various types of O&M expenses were developed based upon a review of historical trends, Stantec's industry experience, and detailed discussions with City staff. The escalation factors range from an average of 3.0% for items such as repair and maintenance, to 8.0% for group health insurance costs. The specific escalation factors assumed for the various categories of expenses can be found in Schedule 5 of Appendix A.

The Utility's largest overall annual O&M expense is wastewater treatment services purchased from Broward County (County), which accounts for approximately 40% of the System's total operating expenses. Projections of annual O&M expenses associated with purchased wastewater treatment services from the County are based upon the County's FY 2023 rates and assumed annual increases of 4.0% per year through the projection period.

Beginning in FY 2025, the RSA changes in O&M expenses associated with anticipated capital investment and potential modification of the CSWTP's treatment process.

Historically, the Utility has been able to realize savings by executing or spending less than its annual operations expense budget. Based upon a review of historical actuals to budgeted and discussions with City staff regarding future expectations, this RSA assumes execution factors of the budget in each year of the projection period equal to 98.0% for personnel services, 95.0% for other O&M costs, and 60.0% for minor capital outlay. Schedule 4 of Appendix A summarizes the projected annual O&M expenses for the Utility.

3.3.5 Other Expenditures

To partially fund the CIP, the Utility transfers a portion of annual revenues to its Renewal & Replacement (R&R) Fund. Included in that transfer is amounts to maintain the City's minimum capital reserve requirement. Schedule 4 of Appendix A summarizes the Utility's projected annual other expenditures.

3.3.6 Capital Improvement Program

One of the most important elements of a utility's financial plan is to ensure that there is continuous reinvestment in existing infrastructure to provide quality utility services and investment in new infrastructure to support new growth in the system. The RSA utilized the CIP provided by City staff for FY 2022 through FY 2028 with assumptions for annual capital spending made from FY 2029 through FY 2032. Beginning in FY 2024, the RSA herein assumes an annual cost inflation factor of 3.0% applied to project estimates to account for inflation in the future cost of construction. The Utility's engineer also provided estimated capital

costs to convert the CSWTP's treatment process from lime-softening to membrane. Per discussions with City staff, the RSA includes these capital costs beginning in FY 2024 and total approximately \$129 million adjusted for inflation through FY 2032.

In total, the CIP used in this analysis (including inflation) from FY 2022 – FY 2032 is approximately \$215 million. A detailed project listing is presented in Schedule 6-A of Appendix A.

The RSA attempts to optimize the funding of the CIP by utilizing any available funding sources to cover the necessary annual R&R projects and fund the CSWTP conversion. As such, projects are funded either by existing reserves or annual revenues (PAYGO), existing reserves dedicated for capital (impact fees or R&R) or proceeds from future debt. The resulting financial management plan includes future debt every other year beginning in FY 2024, primarily for the CSWTP conversion. As such, the RSA assumes use of 20-year loans or revenue bonds, an interest rate of 5.0%, and issuance costs of 2.0%.

This RSA presents the annual borrowing needs assuming the identified level of capital spending for planning purposes, recognizing that the City would not issue senior-lien debt such as revenue bonds on an annual basis. Additionally, the Utility should evaluate the actual amount and timing of future additional debt as part of future rate analyses and financial planning activities to account for changes in the timing and/or amount of the CIP, the availability of other funding sources, and the level of reserves or operating revenues available for capital funding.

A summary of the capital financing plan is provided in Schedule 6-C of Appendix A.

3.3.7 Debt Service & Coverage

Debt Service

The Utility's existing debt obligations include previously issued state revolving fund (SRF) loans and revenue bonds: Series 2012 and Series 2015. In total, the Utility's annual debt service on these outstanding debt issuances is approximately \$1.65 million per year from FY 2023 through FY 2032.

As identified, it is expected that the City will need to issue future debt to fund its identified CIP. Annual debt service payments on future debt ranges from approximately \$1.0 million in FY 2024 to approximately \$8.9 million in FY 2032. Schedule 4 of Appendix A summarizes the Utility's annual debt service obligations on both outstanding debt and assumed future debt.

Debt Service Coverage

One of the most important covenants the City makes relative to its debt service obligations is that its annual net revenues will be at least 1.15 times revenue bond/note debt service requirements and must be 1.15 times greater than its annual SRF debt requirements. To the extent the Utility is unable to meet these requirements, it could face the possibility of having its credit rating downgraded, which is dependent on ability to fund debt service requirements, among many other criteria. A credit downgrade would affect interest rates and terms of future financing activities. It is important to note that these covenants (often referred to as debt service coverage requirements) represent minimum requirements.

As a policy decision, utilities often measure revenue sufficiency and set rates based upon a higher debt service coverage level to ensure compliance with these types of covenants in the event future projections of revenue and expenses do not occur as predicted (i.e., due to extended drought conditions, unanticipated capital requirements or O&M cost increases, natural disasters, or other reasons).

As such, the financial management plan presented herein achieves a debt service coverage ratio greater than 1.50 throughout the projection period for senior lien debt and for SRF debt, which is indicative of a “Strong” utility system per historical evaluation criteria published by the municipal utility ratings agencies. Schedule 8 of Appendix A provides a summary of the projected annual debt service coverage over the projection period.

3.3.8 Reserve Balances

Reserve balances for utility systems are funds set aside for a specific cash flow requirement, financial need, project, or legal covenant. These balances are maintained to meet short-term cash flow requirements and, at the same time, minimize the risk associated with meeting the financial obligations and continued operational and capital needs of the utility under adverse conditions. The level of reserves maintained by a utility is an important component and consideration of developing a utility system multi-year financial management plan.

Many utilities, rating agencies, and the investment community place a significant emphasis on having sufficient reserves available for potentially adverse conditions. The rationale related to the maintenance of adequate reserves is twofold. First, it helps to assure a utility that it will have adequate funds available to meet its financial obligations during unusual periods (i.e., when revenues are unusually low and/or expenditures are unusually high). Second, it provides funds that can be used for emergency repairs or replacements to the system that can occur because of natural disasters or unanticipated system failures.

The City currently has financial policies in place that state minimum reserve balances. Financial policies should articulate how these balances are established, how they are used, and how to determine the adequacy of the reserve fund balances. It is important to note that once reserve targets are established, they should be reviewed annually during the budgeting process to monitor current levels and assure conformance with stated policies and practices. Decisions can be made to maintain, increase, or spend down the reserve balances, as appropriate, depending upon the impact of such decisions to the upcoming budget period.

The City’s reserve policies include maintaining balances equal to a minimum of two months of operating expenses and a capital reserve equal to the lesser of 15% of annual O&M expenses or the prior year’s depreciation expense. As these policies are minimums, the financial management plan developed herein reflects targets of an additional two months of working capital reserve for a total of four months of O&M. This level of operating reserves is consistent with 1) our industry experience for similar systems, 2) the findings of reserve studies conducted by the AWWA, and 3) a healthy level of reserves for a municipal utility system per the evaluation criteria published by the municipal utility rating agencies (Fitch, Moody’s, and Standard & Poor’s).

3.4 RESULTS

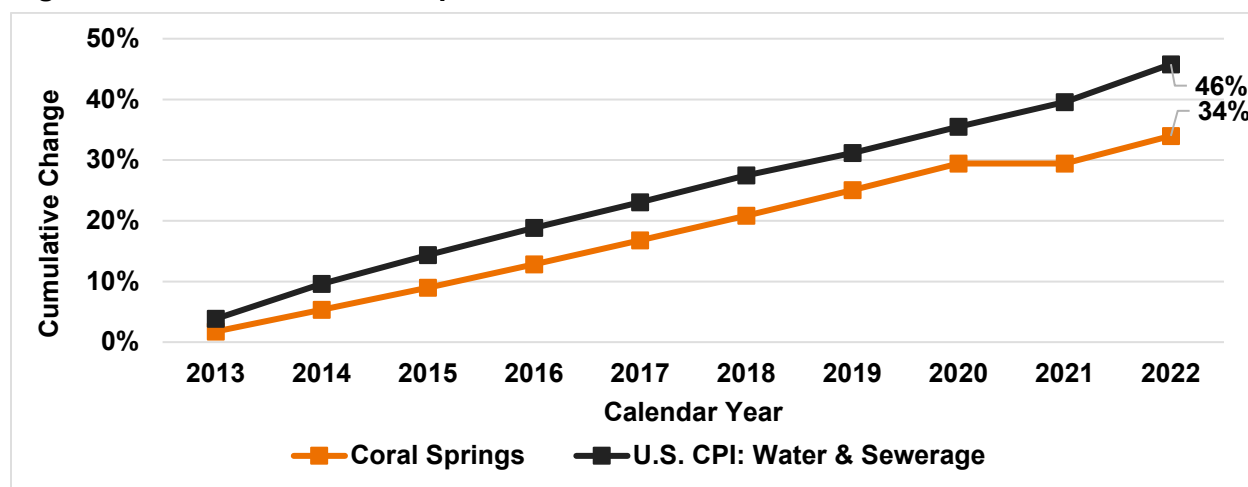
Based upon the data, assumptions, and policies provided and discussed herein, the Utility's current rates will not provide sufficient revenue to meet its ongoing debt service, capital, and operating cost requirements over a multi-year projection period. As such, Stantec developed a financial management plan and corresponding plan of water and wastewater rate increases that will meet the Utility's current and projected cost requirements. Appendix A of this report includes several detailed schedules presenting all components of the financial management plan, while the recommended five-year water and wastewater rate adjustment plan is presented in Table 4.

Table 4 - Recommended Plan of Water and Wastewater Rate Increases

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Effective Date	10/1/23	10/1/24	10/1/25	10/1/26	10/1/27
Water Rate Plan	9.5%	9.5%	9.5%	9.5%	9.5%
Wastewater Rate Plan	2.5%	2.5%	2.5%	2.5%	2.5%

The Utility's historical level of rate adjustments and adopted rate adjustments have averaged 3.0% annually over the past ten fiscal years which is lower than national industry trend of approximately 3.8% annually over the same period. Figure 2 provides the annual change in water and sewer bills for the typical residential customer since 2012 as measured by the United States Consumer Price Index Water and Sewerage Maintenance Series compared to the Utility's historical cost increases in water and wastewater bills for a customer using 5,000 gallons per month.

Figure 2 – Historical Cost Comparison⁷



⁷ U.S. CPI Water and Sewerage Series based on the December reading of the index of each year.

Stantec recommends that the Utility update the revenue sufficiency analysis annually or bi-annually to evaluate the adequacy of its revenues and water and wastewater rate adjustment plan. Doing so will allow for the incorporation of updated costs for the water treatment plant conversion and associated financing plan, updated revenue and expense information, changes in economic conditions, changes in the number of customer accounts and usage levels, regulatory requirements, and other factors that can materially affect the financial management plan. This will also ensure that the Utility will be able to meet its financial and operating requirements in the future and minimize rate impacts to customers from future events occurring differently than currently projected.

4. RATE STRUCTURE ANALYSIS

The next component of the Study was to evaluate the Utility's existing rates and rate structure. The following sub-sections present a description of the existing rate structure, rate structure recommendations, and customer impacts of the FY 2024 rate recommendations. The recommended rates presented herein are intended for implementation on October 1, 2023 (FY 2024), for services provided during the preceding month. Water and wastewater rate schedules with recommended rates for implementation in FY 2024 are provided in Appendix B.

4.1 RATE STRUCTURE REVIEW

Stantec reviewed the Utility's existing water and wastewater rate structure to ensure conformance to the Utility's rate objectives, including:

- i) Fair and equitable recovery of the Utility's cost of service and revenue requirements from each utility system,
- ii) Conformance to current accepted national and local industry practices,
- iii) Adequate recovery of fixed costs,
- iv) Affordability to low and average volume users,
- v) Promote resource conservation and consideration of the impact of current and future water quality and environmental regulations, and
- vi) Reduce administrative burden and provide ease of customer understanding.

4.2 FIXED CHARGES

4.2.1 Existing

It is common practice for water and wastewater systems to have a two-part rate structure comprised of both fixed and variable charges. Generally accepted patterns in the water industry include recovery of a portion of the costs of the system in a fixed readiness-to-serve charge. This practice recognizes that utilities have substantial investments in capital related costs and other fixed costs that are incurred year-round to maintain a state of readiness to meet peak demands of their customers when they occur.

The Utility presently has a fixed charge for water and wastewater service, which is a monthly minimum charge per account which varies based on the meter size and by dwelling units for master metered residential accounts, which is indicative of higher potential demands and greater access to capacity according to defined meter capacity or equivalency ratios. For example, the monthly minimum charge for a two-inch meter which has meter equivalency ratio of 8.00, would be 8.00 times that of the 5/8" meter. Table

5 summarizes the Utility's meter equivalency ratios which generally align with those outlined by the American Water Works Association⁸.

Table 5 – Existing Meter Equivalency Ratios

Meter Size	Meter Equivalency Ratios
Per Unit	0.88
< = 1"	1.00
1 ½"	5.00
2"	8.00
3"	16.00
4"	25.00
6"	50.00
8"	80.00
10"	115.00
12"	215.00

For any customer with additional potable water irrigation only meters, an additional monthly minimum charge is assessed for each additional irrigation meter at 50% of the individually metered residential customers.

Utility systems often establish fixed charges at desired levels to support revenue stability in times of economic instability and/or volatility in billed demands. Credit rating agencies have historically considered a revenue defensibility component in rating criteria with revenues from fixed charges exceeding 30% considered in the "stronger" category. The Utility currently collects approximately 43% of water rate revenues and 47% of wastewater rate revenues through fixed charges which provides healthy revenue stability. Table 6 presents the Utility's FY 2023 water and wastewater monthly minimum charges as compared to other local agencies benchmarked from within Broward County.

Table 6 – Local Water and Wastewater Fixed Charge Comparison

System	Coral Springs	Local Average
Water	\$14.95	\$16.94
Wastewater	\$24.68	\$20.87

⁸ Meter equivalent ratios based upon the standard maximum rate safe operating flow rates per Table 6-1 of the AWWA Manual of Practice M22.

4.2.2 Recommendation

No changes are recommended to the structure of the water and wastewater monthly minimum charges including the meter equivalency ratios. As such, it is recommended that the Utility apply the annual rate adjustments identified herein to its fixed charges. Proposed monthly minimum charges for FY 2024 are provided in Appendix B.

4.3 VOLUMETRIC CHARGES

4.3.1 Existing

Volumetric water and wastewater charges are applied to metered water use. Inclining block rate structures are common in regions such as South Florida where water conservation is essential and are intended to provide price incentives to reduce discretionary water use, notably outdoor irrigation. The Utility currently applies a five-tier inclining block rate structure to its residential customers for non-irrigation potable water and a two-tier inclining block rate structure for potable water irrigation service. The Utility also has a separate uniform rate which is applicable to non-residential customers. The existing volumetric tiers for water usage were developed in the Utility's 2013 Rate Study and are summarized in Table 7.

Table 7 – Water Volumetric Tiers

Tier	Residential (Non-Irrigation)	Multi-Family (Non-Irrigation)	Irrigation	Non-Residential
	Gallons per Month			
1	0 - 4,000	0 - 3,000	0 - 8,000	All Use
2	5,000 – 8,000	4,000 – 6,000	Above 8,000	
3	9,000 – 12,000	7,000 – 10,000		
4	13,000 – 20,000	11,000 – 16,000		
5	Above 20,000	Above 16,000		

The volumetric wastewater charge is a uniform rate applied to metered water use.

4.3.2 Recommended

Upon review of the Utility's existing water and wastewater volumetric rates, rate structure, current customer demand profiles, local and industry practices, and overall Utility objectives, no changes to the structure of the volumetric rates are recommended. Therefore, it is recommended that the Utility apply the annual rate adjustments identified herein to its volumetric charges. Proposed volumetric rates for FY 2024 are provided in Appendix B.

4.4 BILL IMPACTS

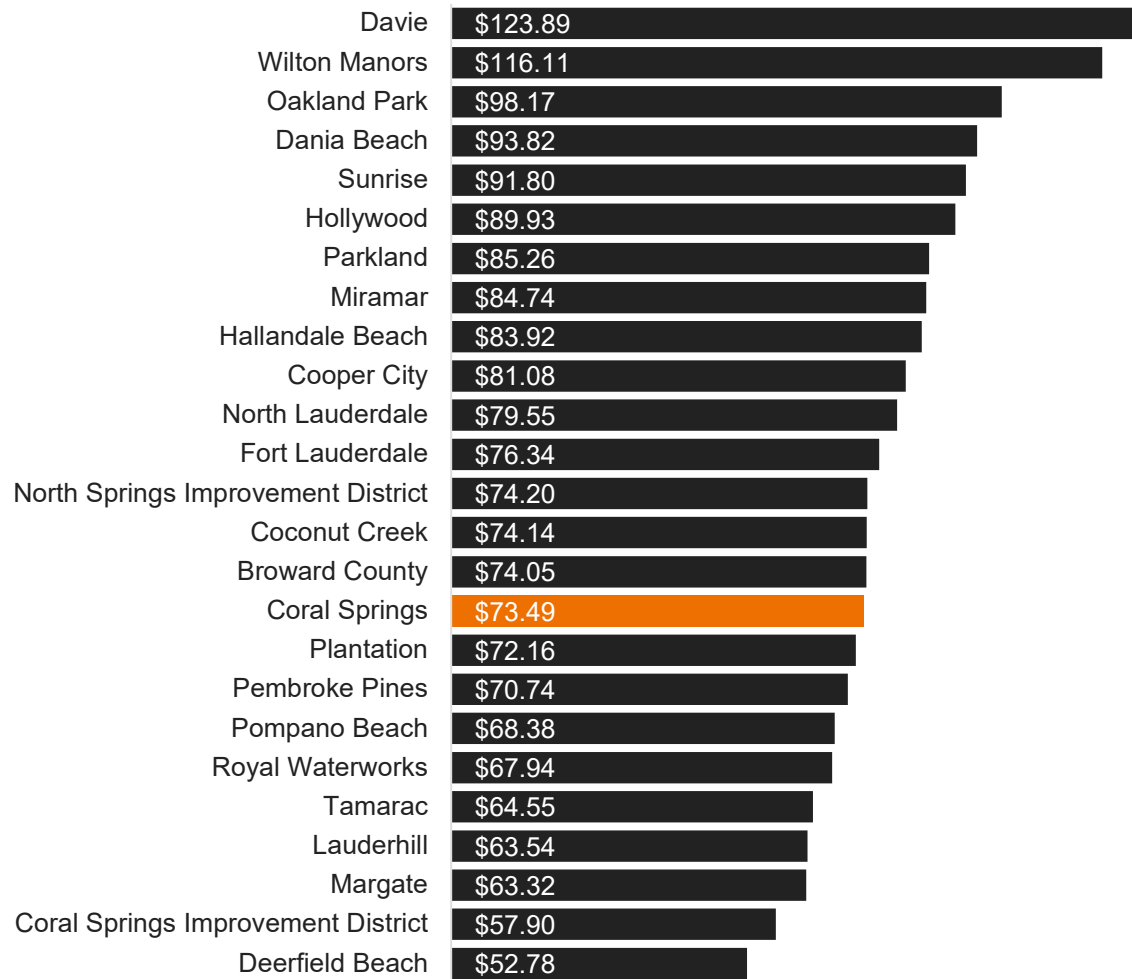
Table 8 presents the change in monthly bills resulting from the recommended rates for FY 2024 to single-family residential customers. This table demonstrates that with the recommended rate increase of 9.5% for water and 2.5% for wastewater, customers using 5,000 gallons per month would see a monthly increase of \$3.63, or 4.9%.

Table 8 – Water and Wastewater Residential Customer Bill Impacts

Monthly Usage (Gals)	% of Bills Ending	Cumulative % Bills	Current (FY 2023)	Proposed (FY 2024)	\$ Change	% Change
0	2.7%	2.7%	\$ 39.63	\$ 41.67	\$ 2.04	5.1%
1,000	4.4%	7.0%	46.20	48.54	2.34	5.1%
2,000	8.5%	15.5%	52.77	55.41	2.64	5.0%
3,000	12.5%	28.0%	59.34	62.28	2.94	5.0%
4,000	14.3%	42.3%	65.91	69.15	3.24	4.9%
5,000	13.2%	55.5%	73.49	77.12	3.63	4.9%
6,000	11.0%	66.5%	81.07	85.09	4.02	5.0%
7,000	8.3%	74.7%	88.65	93.06	4.41	5.0%
8,000	6.3%	81.1%	96.23	101.03	4.80	5.0%
9,000	4.5%	85.5%	105.25	110.58	5.33	5.1%
10,000	3.3%	88.8%	114.27	120.13	5.86	5.1%
11,000	2.4%	91.2%	123.29	129.68	6.39	5.2%
12,000	1.8%	93.0%	132.31	139.23	6.92	5.2%
13,000	1.3%	94.3%	143.48	151.13	7.65	5.3%
14,000	1.0%	95.3%	154.65	163.03	8.38	5.4%
15,000	0.8%	96.1%	165.82	174.93	9.11	5.5%

4.5 LOCAL BILL COMPARISON

Stantec also completed a local comparative residential monthly bill analysis based upon FY 2023 rates for the Utility's typical residential water usage of 5,000 gallons per month. As shown in Figure 3, the Utility's typical residential bill is comparable to other water and wastewater service providers in Broward County.

Figure 3 – FY 2023 Monthly Residential Water and Wastewater Bill (5,000 Gallons) ⁹⁹ Reflects rates as of March 2023.

5. MISCELLANEOUS SERVICE CHARGES

This section of the report presents the analysis of miscellaneous service charges fees that was conducted as part of this Study.

5.1 DESCRIPTION

The Utility currently applies miscellaneous service charges for the provision of specific services to individual customers. Connection charges, service initiation charges, service turn-on/off, and meter tests are examples of the types of services for which the Utility has various miscellaneous service charges. The intent of miscellaneous charges is to ensure the recipient of the benefit of a specific service bears the costs associated with providing that service or to influence or promote positive customer behavior.

Miscellaneous service charges are typically calculated by determining the costs, including both the time and materials, necessary to provide the service. Identification of the type of employee(s) involved in providing each service (i.e., meter reader, operations specialist, construction inspector, customer service representative) and of the materials used (i.e., water meter, couplings, forms, vehicles, equipment) is the first step in developing appropriate fees. The employee(s) cost, including payroll taxes and benefits are then added to the costs of materials, including allowances for any overhead allocations such as purchasing, or warehousing to determine the charge for each respective service.

Stantec created a cost-of-service template to be used for the Utility's existing miscellaneous service charges and any new charges the City may wish to consider. This template provides a consistent methodology for assigning the appropriate time and material costs necessary for providing each service. Upon completion of the templates for each service, City staff will identify any adjustments to the current schedule of fees for consideration by the City Commission later as part of a proposed ordinance and/or resolution revision.

6. IMPACT FEE ANALYSIS

This section presents the results of Stantec's evaluation, including background information, legal considerations, an explanation of the methodology employed, the results and recommendations of the analysis, and local comparison of the Utility's water and wastewater impact fees.

6.1 BACKGROUND

Within the water industry, an impact fee¹⁰ is a one-time charge paid by a new customer for infrastructure and facilities needed to provide capacity and is also often applied to existing customers requiring increased system capacity. Such fees are the mechanism to provide capacity for new customers and minimize the extent to which existing customers must bear the cost of facilities that will be used to serve new customers.

In general, impact fees are based upon the costs of major backbone infrastructure necessary to provide service to all customers, including water supply facilities, treatment facilities, effluent disposal facilities, and transmission or collection mains. The City assesses impact fees on new water and wastewater connections that are designed to recover the cost of capacity from new connections to each respective system.

The City implemented its existing impact fees in 2013 based on the last performed a formal review of these fees. Stantec recommends that utility systems review impact fees periodically to ensure that the level of fees provide an accurate representation of the Utility's current unit costs. As such, the City has retained the services of Stantec to analyze the sufficiency, fairness, and accuracy of the existing impact fees and determine whether there should be any updates to the fees.

6.2 LEGAL CONSIDERATIONS

Capital charges for new utility infrastructure in Florida (such as the City's impact fees) are typically developed consistent with the statutory guidelines of the Florida Impact Fee Act, which was created in 2006 by Senate Bill 1194, outlined in Section 163.31801 of the Florida Statutes. Most notably, this legislation requires 1) that the calculation of impact fees be based upon the most recent, localized data, 2) separate reporting/accounting of impact fee revenue and expenditures in a distinct fund, 3) that the administrative charges collected in impact fees be based upon actual costs, and 4) that 90 days' notice be given prior to the effective date of an ordinance or resolution imposing or amending an impact fee.

The courts and the referenced legislation have fundamentally addressed three areas associated with the development of impact fees. These areas include: 1) "fair share" allocations dealing with payment of impact

¹⁰ Often referred to throughout the industry as capital charges, system development charges, capacity charges, and others.

fees by the affected property owners, 2) “rational nexus” standards, which focus on the expenditure or purpose of the fees, and 3) “credit” allowances, which recognize offsets in the calculation of impact fees.

The “fair share” allocations would require that an impact fee should only be used for capital expenditures that are attributable to new growth. Additionally, the “fair share” allocation principles recognize that the cost of facilities used by both existing customers and new development must be apportioned between the two user groups, such that the user groups are treated equally, and one group does not subsidize the other.

The “rational nexus” standards require that there be a reasonable relationship between the need for capital facilities and the benefits received by new customers for which the impact fees will be expended. There are two general conditions that limit where and when impact fees can be collected and used. With respect to the first condition, although there is no specific limit as to distance between an applicant paying the facilities charges and the capital expenditure to be constructed by the charge, there should be a general geographical relationship between charge collection and use. The second nexus condition recognizes that the property must receive a benefit from the service for which the impact fees are being applied. With respect to the water and wastewater impact fees, the water and wastewater facilities are used by and constructed on behalf of all the customers of the Utility, and they benefit both residential and commercial customers. As such, all new growth requesting capacity from the Utility (either water and/or wastewater) should be subject to impact fees.

The “credit” allowances recognize that if a public agency has received property or infrastructure in the form of cost-free capital or if there is another revenue source that will be used for the capital expenditures necessitated by new growth (i.e., debt financing), a credit should be included within the development of impact fees. Specifically, “credits” should be determined as part of calculating impact fees to recognize any grants, contributions by developers, assessments, and other sources that provide funds for the same capital expenditures included in the impact fees to avoid a double recovery of costs.

The development of updated unit costs of capital and associated impact fees for the City in this Study was done consistent with the aforementioned guidelines and practices for impact fees in Florida.

6.3 METHODOLOGY

There are three primary approaches for the calculation of impact fees within the industry:

Buy-In – This approach uses the value of the utility’s existing assets as the basis for the fee calculation. This approach is most appropriate for a system with considerable excess capacity such that most new connections to the system will be served by that existing available capacity.

Incremental – This approach uses the planned multi-year CIP that is associated with the provision of additional system capacity as the cost basis for the fee. This approach is most appropriate where 1) the existing system has limited excess capacity to accommodate growth, and 2) the CIP has a significant number of projects that provide additional system capacity for each functional system component to be representative of the cost of capacity for an entire system.

Combined – This approach uses the system’s existing assets as well as the growth-related CIP as the cost basis for the fee calculation. This approach is most appropriate to use when 1) there is excess capacity in the existing system that will accommodate some growth, but additional capacity is needed in the relative short-term as reflected in the CIP, and 2) the CIP includes significant projects that will provide additional system capacity but does not necessarily have sufficient projects in each functional component to be reflective of a total system.

The buy-in approach was used as the cost basis for the Utility’s wastewater impact fee because the Utility can accommodate near-term growth with the current capacity of each system. A combination of the combined and incremental approaches was used as the cost basis for the Utility’s water impact fee. Specifically, the incremental approach was utilized for the treatment component of the water impact fee based on the Utility’s planned treatment plant improvements which will replace the Utility’s existing treatment plant, while the combined approach was used for the transmission system because a major transmission main upsizing from 16” to 24” is included in the Utility’s CIP. Therefore, the costs associated with these approaches represent an appropriate measurement the Utility’s unit cost for water and wastewater capacity.

The first step in calculating the water and wastewater impact fees was to determine the cost basis for each major system function (i.e., transmission, treatment). The second step was to determine each system’s capacities by functional cost component as stated in terms of ERUs.

6.4 SYSTEM VALUE

6.4.1 Water and Wastewater Transmission

To determine the value of the water and wastewater transmission systems, Stantec relied on the City’s accounting records for the Utility’s existing and in-service assets and the Utility’s CIP. First, Stantec evaluated the Utility’s fixed asset listing which included an asset description, location description, purchase date or year in service, useful life, accumulated depreciation, and net book value of each asset, as of September 30, 2021.

Thereafter, Stantec removed contributed assets, general and administrative assets, such as minor vehicles and equipment that do not represent investment in backbone or capacity related infrastructure. Finally, Stantec and City staff allocated each fixed asset to its corresponding system (i.e., water or wastewater) and functional cost components to identify the transmission related assets.

The cost of each asset was then escalated utilizing the Engineering News Record (ENR) Construction Cost Index to calculate the replacement cost based upon the year the asset was placed in service and was further adjusted for depreciation. In this way, the value of each asset was stated in terms of replacement cost new less depreciation (RCNLD). Schedule 1 of Appendix D provides the Utility’s fixed assets in service, RCNLD, and allocation of assets.

6.4.2 Water Treatment

The water treatment component of the impact fee was based on the engineering cost estimates provided by the Utility's feasibility study related to improvements needed to convert the CSWTP from a lime softening to membrane treatment process. The associated costs are included in Schedule 2 of Appendix D.

6.4.3 Wastewater Treatment

The treatment component of the wastewater impact fee was based on an allowance for the reserved capacity cost with Broward County for the treatment of the Utility's wastewater as summarized on Schedule 3 of Appendix D.

6.4.4 Credits

Once the capacity costs for the water and wastewater systems was determined, a credit was applied to the respective system value in recognition of outstanding debt incurred to fund the existing system in service. Upon connection to the system, new customers will begin to receive water service and will pay the monthly user rates associated with those services. The Utility's monthly user rates are pledged to recover the debt service payments associated with the debt incurred to fund the capital costs of each system. Therefore, to avoid a double recovery of those capital costs in the impact fees and user rates of, a credit is applied based upon the Utility's outstanding debt principal.

6.4.5 System Value

The resulting system values net of credits for inclusion of calculating the water and wastewater impact fees is summarized in Tables 9 and 10, respectively.

Table 9 – Water System Value

Description	Treatment	Transmission
Value (RCNLD)¹¹	N/A	\$25.5M
Value (Capital Improvements)¹²	\$62.3M	\$1.65M
Less:		
Credit for Outstanding Debt Principal	\$(10.5M)	\$(4.3M)
Net System Value	\$51.9M	\$22.9M

¹¹ Net of contributed assets and non-capacity related infrastructure (i.e., vehicles and minor equipment).

¹² Engineering cost estimates provided by the City through FY 2032.

Table 10 – Wastewater System Value

Description	Treatment	Transmission
Value (RCNLD) ¹³	N/A	\$25.6M
Value (Reserved Capacity)	\$54.5M	N/A
Less: Credit for Outstanding Debt Principal	\$ -	\$(1.5M)
Net System Value	\$54.5M	\$24.2M

6.5 SYSTEM CAPACITY

Once the total cost basis of each system by functional cost component was determined, the next step was to determine the system capacities as stated in terms of ERUs based upon the Utility's level of service.

Expressing the system capacities in terms of ERUs allows for the development of the unit pricing of capacity which is essential for the determination of impact fees. The total system capacity stated in MGD for each system, divided by the level of service stated in terms of gallons per day (GPD) per ERU, is equal to the total number of ERUs that the Utility can serve with the identified infrastructure outlined herein.



6.5.1 System Capacities

The capacities of each system by component that is supported by the determined cost basis were identified and discussed with Utility staff and are presented in Table 11. Each system's capacity reflects existing assets in service.

¹³ Net of contributed assets and non-capacity related infrastructure (i.e., vehicles and minor equipment).

Table 11 System Capacities: Million Gallons per Day

Water	Wastewater
9.09 ¹⁴ Average Day	9.79 Average Day ¹⁵

6.5.2 Level of Service

In the evaluation of the capital facility needs for providing water, reclaimed water, and sewer utility services, it is critical that a level of service is defined. Pursuant to Chapter 9J 5, Florida Administrative Code, the “level of service” means an indicator of the extent or degrees of service provided by, or proposed to be provided by a facility, based on, and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility or service. Level of service standards are established to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits, pursuant to Section 163.3202(2) (g) of the Florida Statutes. As further stated in the Administrative Code, each local government shall establish a level of service standard for each public facility located within the boundary for which such local government has authority to issue development orders or permits.

For water and wastewater systems, the level of service that is commonly used is the amount of capacity allocable to an ERU expressed as the amount of usage in gallons on either an average or maximum daily basis. This generally represents the amount of capacity allowable to an ERU, whether such capacity is used at that level. Based on a review of the City’s Comprehensive Plan¹⁶, the level of service standards utilized are 300 GPD for water and wastewater on an average day basis.

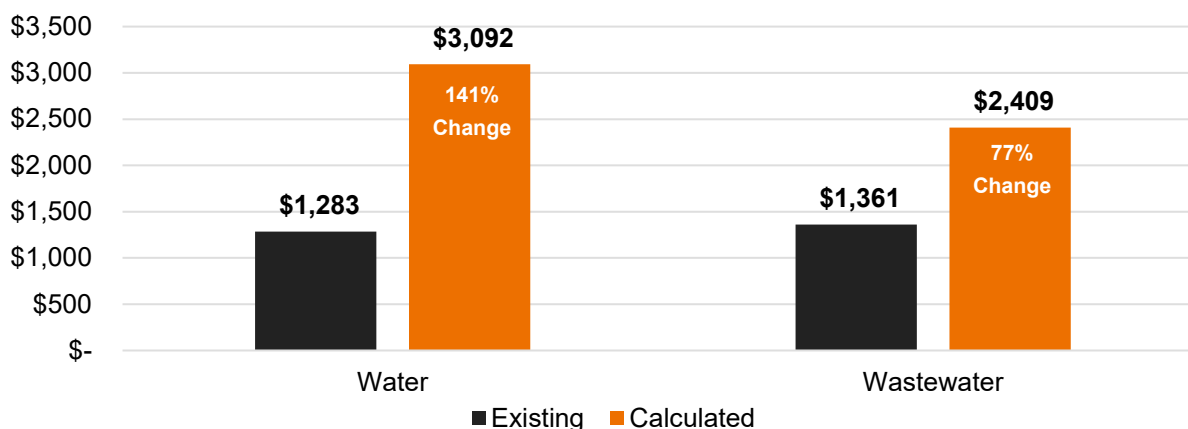
6.6 RESULTS

After determining the number of ERUs that each system can serve based on the assets utilized in the cost basis, unit costs by functional component are then determined and added up for each system. The calculated unit costs associated with the Utility’s impact fees at full cost recovery based on the cost basis, capacities, and levels of service described herein are presented in Figure 4 and compared against the current fees. As can be seen, the existing impact fees that were last updated ten years ago are substantially below the calculated amounts presented herein.

¹⁴ The Water Treatment Plant has a permitted capacity of 16 MGD. However, discussions with Utility staff and the Utility’s consulting engineer indicate that 12 MGD is the physical capacity on a maximum daily basis. Based on the water system’s maximum daily peaking factor of 1.32, the average day capacity is determined to be 9.09 MGD.

¹⁵ Reserved capacity with Broward County per the interlocal agreement.

¹⁶ As stated in the City’s 2021 Comprehensive Plan.

Figure 4 - Existing and Calculated Impact Fees

Based upon the updated fees presented herein and in consideration of relevant legislation¹⁷, the City may utilize a phased approach to implementing increases to its impact fees as outlined in Table 12.

Table 12 - Proposed Impact Fees (per ERU)

Impact fees	Existing	FY 2024	FY 2025	FY 2026	FY 2027	Cumulative Change
Water	\$1,283	\$1,443	\$1,603	\$1,763	\$1,923	
\$ Change	-	\$160	\$160	\$160	\$160	\$640
% Change		12.5%	11.1%	10.0%	9.1%	49.9%
Wastewater	\$1,361	\$1,531	\$1,701	\$1,871	\$2,041	
\$ Change	-	\$170	\$170	\$170	\$170	\$680
% Change		12.5%	11.1%	10.0%	9.1%	50.0%

These increases to the impact fees move them closer to the actual cost of the infrastructure to support system expansion and will minimize the impact to existing customers. Additionally, Stantec recommends that the Utility review its impact fees periodically (approximately 3 to 5 years) to ensure that they remain fair and equitable and continue to reflect its current cost of capacity.

¹⁷ HB 337 signed into law in June 2021 with changes to the Florida Impact Fee Act. This legislation limits increases to impact fees to 50%. Increases below 25% are to be spread out over a two-year period while increases between 25% and 50% are to be phased in over four years.

6.7 METHOD OF COLLECTION

The City currently imposes its water and wastewater impact fees from individually metered and master-metered residential customers per dwelling unit, with the fees adjusted for master-metered residential customers, based upon the ratio of water use per unit to that of the individually metered customer class (as is it does in the application of the monthly minimum fixed charges). For non-residential properties, the Utility relies on meter size and scales the fees for meter sizes larger than 1" based upon the same ratios used for scaling the monthly minimum fixed charges.

Stantec recommends that the City continue this method of application and collection for the impact fees.

6.8 IMPACT FEE COMPARISON

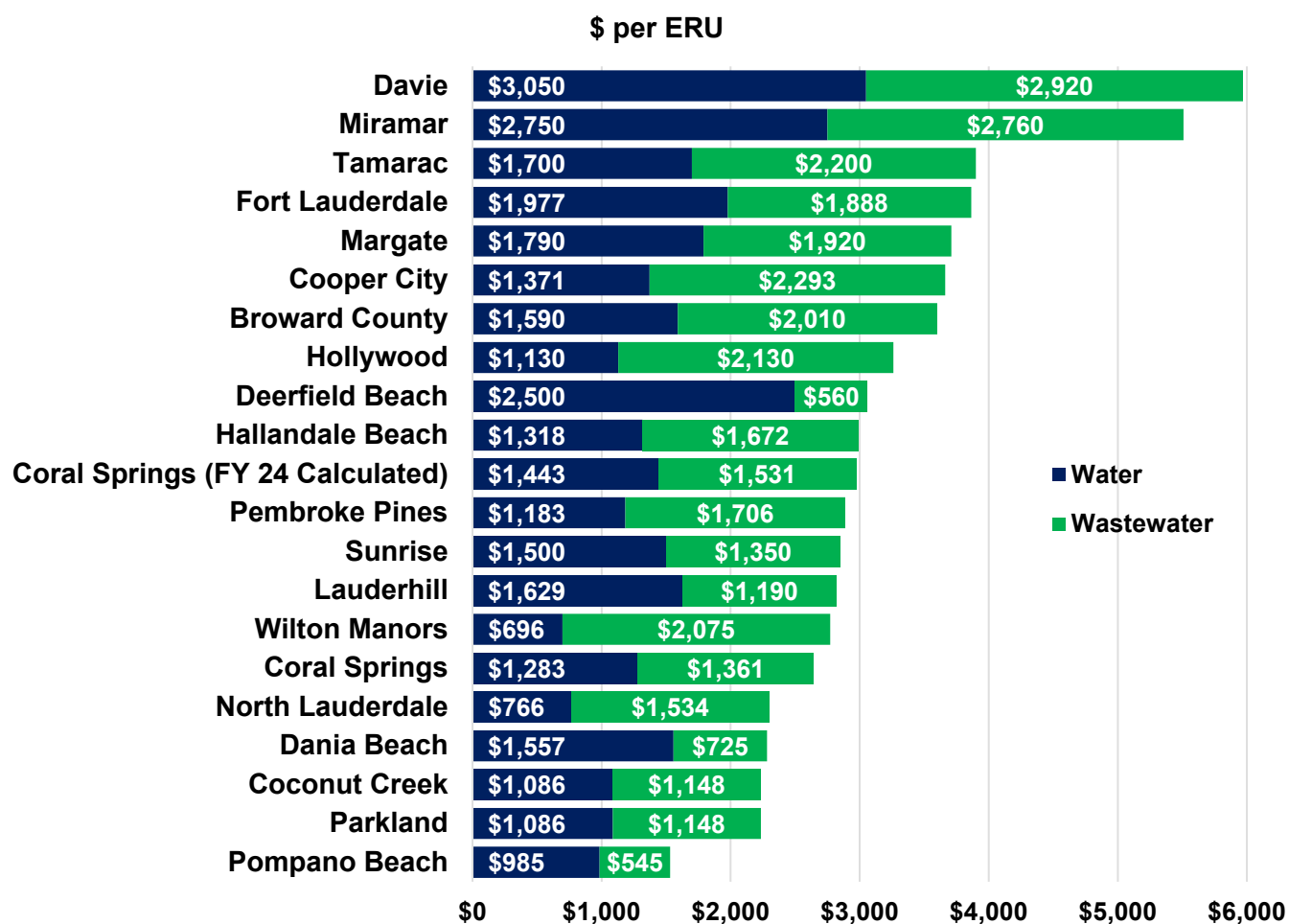
As part of the analysis, Stantec performed a comparison of local communities to identify the market range of water and wastewater capital charges like the Utility's impact fees for a single-family residential customer (one ERU).

These comparisons are presented, but an in-depth analysis has not been performed to identify the methods used in the development of the water and wastewater capital charges imposed by the other utilities, nor has any analysis been performed to determine whether 100% of the cost of new facilities is recovered from such fees (or if some percentages of the costs are recovered through user rates). Additionally, no analysis was conducted as to the types of capital facilities currently in service or planned for the utilities surveyed which could have material differences. As such, these types of comparisons often reflect wide variations between communities.

Some reasons why capital charges like impact fees differ among utilities include the following:

- Source of supply
- Type and complexity of treatment processes
- Effluent disposal method
- Density of service area
- Availability of grant funding to finance CIP
- Age of system
- Utility life cycle (i.e., growth-oriented vs. mature)
- Level of service standards
- Administrative policies

Figure 5 presents the results of the local comparison for other providers within Broward County, which demonstrate that the Utility's existing and calculated water and wastewater impact fees are within the range of surveyed utility systems and consistent with Stantec's industry experience.

Figure 5 - Water and Wastewater Impact Fee Comparison¹⁸¹⁸ Reflects fees as of January 2023.

Disclaimer

This document was produced by Stantec Consulting Services Inc. ("Stantec") for the City of Coral Springs, FL and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City of Coral Springs, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City of Coral Springs or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Coral Springs should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX A: REVENUE SUFFICIENCY ANALYSIS

- Schedule 1 Assumptions
- Schedule 2 FY 2022 Beginning Fund Balances
- Schedule 3 Projection of Cash Inflows
- Schedule 4 Projection of Cash Outflows
- Schedule 5 Cost Escalation Factors
- Schedule 6 A: Capital Improvement Program, B: Funding Sources, and C: Funding by Project
- Schedule 7 Financial Management Plan Summary
- Schedule 8 Forecast of Net Revenues and Debt Service Coverage (Pro Forma)
- Schedule 9 Capital Project Funding Summary
- Schedule 10 Sources and Uses by Fund
- Schedule 11 Senior Lien Borrowing Projections

Assumptions**Schedule 1**

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
<u>Rate Increase Adoption Date</u>	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030	10/1/2031
<u>Growth</u>											
<u>Water</u>											
Ending # of Accounts	13,338	13,358	13,778	14,624	15,144	15,264	15,384	15,504	15,624	15,744	15,864
Account Growth	20	20	420	846	520	120	120	120	120	120	120
% Change in Accounts	0.15%	0.15%	3.14%	6.14%	3.56%	0.79%	0.79%	0.78%	0.77%	0.77%	0.76%
Usage per Account	12.13	12.00	11.88	11.77	11.65	11.53	11.42	11.30	11.19	11.08	10.97
% Change in Usage per Account	0.07%	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%
Usage	1,940,861	1,924,334	1,964,990	2,064,788	2,116,826	2,112,263	2,107,580	2,102,780	2,097,865	2,092,838	2,087,701
% Change in Usage	0.22%	-0.85%	2.11%	5.08%	2.52%	-0.22%	-0.22%	-0.23%	-0.23%	-0.24%	-0.25%
<u>Sewer</u>											
Ending # of Accounts	12,371	12,391	12,811	13,657	14,177	14,297	14,417	14,537	14,657	14,777	14,897
Account Growth	28	20	420	846	520	120	120	120	120	120	120
% Change in Accounts	0.23%	0.16%	3.39%	6.60%	3.81%	0.85%	0.84%	0.83%	0.83%	0.82%	0.81%
Billed Volume per Account	12.27	12.15	12.03	11.91	11.79	11.67	11.55	11.44	11.32	11.21	11.10
% Change in Billed Volume per Account	0.47%	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%
Billed Volume	1,821,829	1,806,527	1,849,082	1,951,478	2,005,524	2,002,275	1,998,890	1,995,372	1,991,725	1,987,952	1,984,054
% Change in Billed Volume	0.70%	-0.84%	2.36%	5.54%	2.77%	-0.16%	-0.17%	-0.18%	-0.18%	-0.19%	-0.20%
<u>Capital Spending</u>											
Annual Capital Budget (Future Year Dollars)	\$12,239,030	\$ 2,905,000	\$ 20,347,650	\$ 18,922,743	\$ 11,226,131	\$ 11,562,915	\$ 23,915,337	\$ 24,632,797	\$ 25,371,781	\$ 26,132,935	\$ 37,306,179
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
<u>Impact Fees</u>											
Water per Equivalent Residential Unit	\$1,283	\$1,283	\$1,443	\$1,603	\$1,763	\$1,923	\$1,923	\$1,923	\$1,923	\$1,923	\$1,923
Sewer per Equivalent Residential Unit	\$1,361	\$1,361	\$1,531	\$1,701	\$1,871	\$2,041	\$2,041	\$2,041	\$2,041	\$2,041	\$2,041
<u>Average Annual Interest Earnings Rate</u>											
On Fund Balances	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
<u>Operating Budget Reserve</u>											
Target (Number of Months of Operating Expenses)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum (Number of Months of Operating Expenses)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
<u>Operating Budget Execution Percentage</u>											
Personnel Services	100%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%
Variable Operations and Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Fixed Operations and Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Capital Outlay	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%

FY 2022 Beginning Balances as of 10/1/2021

Schedule 2

	Revenue Fund	Water Impact Fees	Sewer Impact Fees	Prior Bond Proceeds	Renewal & Replacement
Current Assets					
Pooled Cash and Cash Equivalents	\$ 6,855,004	\$ 271,813	\$ 448,154	\$ -	\$ 5,083,672
Restricted assets: Cash and Cash Equivalents	1,802,913	-	-	-	-
Investments	10,802,354	356,032	587,011	-	6,658,801
Accounts Receivable, net	1,895,633	-	-	-	-
Interest Receivable	13,119	398	656	-	7,437
Due from Other Governments	68,276	-	-	-	-
Unbilled Usage Fees	1,843,308	-	-	-	-
Inventory	57,290	-	-	-	-
Total Assets	\$ 23,337,897	\$ 628,243	\$ 1,035,821	\$ -	\$ 11,749,910
Current Liabilities					
Accounts and Contracts Payable	\$ (2,242,596)	\$ -	\$ -	\$ -	\$ -
Compensated Absences	(195,415)	-	-	-	-
Accrued Interest	(117,031)	-	-	-	-
Deposits	(1,392,270)	-	-	-	-
Calculated Fund Balance (Assets - Liabilities)	\$ 19,390,585	\$ 628,243	\$ 1,035,821	\$ -	\$ 11,749,910
Plus/(Less): Inventory	\$ (57,290)	\$ -	\$ -	\$ -	\$ -
Plus/(Less): Renewal & Replacement	(11,778,039)	-	-	-	-
Plus/(Less): Water & Sewer Revenue Bonds, Series 2015	(410,643)	-	-	410,643	-
Net Available Fund Balance	\$ 7,144,613	\$ 628,243	\$ 1,035,821	\$ 410,643	\$ 11,749,910
Fund Summary: FY 2022 Beginning Balances					
Revenue Fund	\$ 7,144,613				
Water Impact Fees	628,243				
Sewer Impact Fees	1,035,821				
Prior Bond Proceeds	410,643				
Renewal & Replacement	11,749,910				
Total	\$ 20,969,230				

Projection of Cash Inflows

Schedule 3

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Rate Revenue Growth Assumptions											
Water											
1 % Change in Base Revenue	N/A	0.15%	3.14%	6.14%	3.56%	0.79%	0.79%	0.78%	0.77%	0.77%	0.76%
2 % Change in Usage Revenue	N/A	-0.85%	2.11%	5.08%	2.52%	-0.22%	-0.22%	-0.23%	-0.23%	-0.24%	-0.25%
Sewer											
3 % Change in Base Revenue	N/A	0.16%	3.39%	6.60%	3.81%	0.85%	0.84%	0.83%	0.83%	0.82%	0.81%
4 % Change in Usage Revenue	N/A	-0.84%	2.36%	5.54%	2.77%	-0.16%	-0.17%	-0.18%	-0.18%	-0.19%	-0.20%
Assumed Rate Revenue Increases											
5 Water	N/A	3.50%	9.50%	9.50%	9.50%	9.50%	9.50%	9.50%	9.50%	9.50%	9.50%
6 Sewer	N/A	3.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Water Rate Revenue											
7 Base Rate Revenue	\$ 4,360,307	\$ 4,519,685	\$ 5,104,663	\$ 5,932,820	\$ 6,727,438	\$ 7,424,916	\$ 8,194,201	\$ 9,042,639	\$ 9,978,329	\$ 11,010,189	\$ 12,148,048
8 Usage Rate Revenue	5,686,484	5,835,392	6,524,754	7,507,467	8,427,857	9,208,613	10,061,077	10,991,786	12,007,872	13,117,112	14,327,986
9 Total Water Rate Revenue	\$ 10,046,791	\$ 10,355,078	\$ 11,629,416	\$ 13,440,287	\$ 15,155,295	\$ 16,633,530	\$ 18,255,278	\$ 20,034,426	\$ 21,986,201	\$ 24,127,301	\$ 26,476,034
Sewer Rate Revenue											
10 Base Rate Revenue	\$ 7,078,280	\$ 7,337,864	\$ 7,776,249	\$ 8,497,014	\$ 9,041,057	\$ 9,345,524	\$ 9,659,563	\$ 9,983,464	\$ 10,317,522	\$ 10,662,044	\$ 11,017,343
11 Usage Rate Revenue	7,981,890	8,191,866	8,594,460	9,297,152	9,793,502	10,022,075	10,255,260	10,493,144	10,735,814	10,983,360	11,235,873
12 Total Sewer Rate Revenue	\$ 15,060,170	\$ 15,529,730	\$ 16,370,709	\$ 17,794,165	\$ 18,834,559	\$ 19,367,599	\$ 19,914,824	\$ 20,476,608	\$ 21,053,337	\$ 21,645,404	\$ 22,253,217
Other Operating Revenue											
13 METER SALES	\$ 11,592	\$ 11,824	\$ 11,824	\$ 11,824	\$ 11,824	\$ 11,824	\$ 11,824	\$ 11,824	\$ 11,824	\$ 11,824	\$ 11,824
14 INSTALLATION TAP FEES	546	557	557	557	557	557	557	557	557	557	557
15 MISCELLANEOUS INCOME	10,609	10,821	10,821	10,821	10,821	10,821	10,821	10,821	10,821	10,821	10,821
16 RECERTIFICATION ADMIN FEE	20,467	20,876	20,876	20,876	20,876	20,876	20,876	20,876	20,876	20,876	20,876
17 NEW W & S ACCOUNTS FEE	40,535	41,346	41,346	41,346	41,346	41,346	41,346	41,346	41,346	41,346	41,346
18 SERVICE CHARGES	200,148	204,151	204,151	204,151	204,151	204,151	204,151	204,151	204,151	204,151	204,151
19 Total Other Operating Revenue	\$ 283,897	\$ 289,575	\$ 289,575	\$ 289,575	\$ 289,575	\$ 289,575	\$ 289,575	\$ 289,575	\$ 289,575	\$ 289,575	\$ 289,575
Transfers In											
20 Interfund Tfrs In fr Fd125 ARF	\$ 3,643	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21 Interfund Tfrs In fr GrtFd106	3,000	-	-	-	-	-	-	-	-	-	-
22 Total Transfers In	\$ 6,643	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23 Interest Income	\$ 147,389	\$ 113,116	\$ 94,505	\$ 73,026	\$ 86,999	\$ 103,050	\$ 111,732	\$ 116,205	\$ 120,870	\$ 125,735	\$ 130,812
24 Total Cash Inflows	\$ 25,544,890	\$ 26,287,498	\$ 28,384,205	\$ 31,597,053	\$ 34,366,428	\$ 36,393,753	\$ 38,571,408	\$ 40,916,813	\$ 43,449,982	\$ 46,188,016	\$ 49,149,638

Projection of Cash Outflows

Schedule 4

Expense Line Item	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Administration											
Personal Services											
1 Regular Salaries	\$ 873,882	\$ 953,104	\$ 991,228	\$ 1,030,877	\$ 1,072,112	\$ 1,114,997	\$ 1,159,597	\$ 1,205,981	\$ 1,254,220	\$ 1,304,389	\$ 1,356,564
2 Oth Salaries Temporary	43,649	45,857	47,691	49,599	51,583	53,646	55,792	58,024	60,345	62,758	65,269
3 Overtime	6,489	6,818	7,091	7,374	7,669	7,976	8,295	8,627	8,972	9,331	9,704
4 Spec Pay Longevity Pay	4,638	4,777	4,968	5,167	5,373	5,588	5,812	6,044	6,286	6,538	6,799
5 Spec Pay Vacation Incentive	7,250	7,468	7,767	8,077	8,400	8,737	9,086	9,449	9,827	10,220	10,629
6 Spec Pay Longevity Merit Pay	375	375	390	406	422	439	456	474	493	513	534
7 FICA Taxes	72,737	78,891	82,047	85,329	88,742	92,291	95,983	99,822	103,815	107,968	112,286
8 Retirement Contrib ICMA401Gnrl	34,603	39,309	40,881	42,517	44,217	45,986	47,825	49,738	51,728	53,797	55,949
9 Retirement Contrib ICMA401Mgmt	57,316	55,409	57,625	59,930	62,328	64,821	67,414	70,110	72,914	75,831	78,864
10 Disability Long Term	2,104	2,263	2,444	2,640	2,851	3,079	3,325	3,591	3,878	4,189	4,524
11 Health Plan Allocation	153,016	188,456	203,532	219,815	237,400	256,392	276,904	299,056	322,980	348,819	376,724
12 Life Insn Allocation	1,299	1,272	1,374	1,484	1,602	1,731	1,869	2,019	2,180	2,354	2,543
Operations & Maintenance											
13 Workers' Comp Allocation	\$ 22,702	\$ 24,886	\$ 25,633	\$ 26,402	\$ 27,194	\$ 28,009	\$ 28,850	\$ 29,715	\$ 30,607	\$ 31,525	\$ 32,471
14 Prof Svcs Consultants	29,484	29,484	30,369	31,280	32,218	33,185	34,180	35,205	36,262	37,349	38,470
15 Oth Contr Svcs Oth	49,721	52,207	53,773	55,386	57,048	58,759	60,522	62,338	64,208	66,134	68,118
16 Travel & Per Diem Auto Allowan	12,125	11,048	11,379	11,721	12,072	12,435	12,808	13,192	13,588	13,995	14,415
17 Travel & Per Diem CommAllowanc	2,400	1,805	1,859	1,915	1,972	2,032	2,092	2,155	2,220	2,287	2,355
18 Comms Svcs	6,303	6,303	6,492	6,687	6,887	7,094	7,307	7,526	7,752	7,984	8,224
19 Rentals/Leases Copier	3,083	3,237	3,334	3,434	3,537	3,643	3,753	3,865	3,981	4,101	4,224
20 Rentals/Leases ISF Fuel Maint	8,188	8,434	8,856	9,298	9,763	10,252	10,764	11,302	11,867	12,461	13,084
21 Rentals/Leases ISF EquipChgbck	6,780	7,211	7,427	7,650	7,880	8,116	8,360	8,610	8,869	9,135	9,409
22 Rep and Maint Automotive	315	315	324	334	344	355	365	376	387	399	411
23 Rep and Maint Office Equip	1,135	1,135	1,169	1,204	1,240	1,277	1,316	1,355	1,396	1,438	1,481
24 Rep and Maint Service Contrs	17,918	30,468	31,382	32,324	33,293	34,292	35,321	36,380	37,472	38,596	39,754
25 Promo Activities Oth	16,542	16,542	17,038	17,549	18,076	18,618	19,177	19,752	20,345	20,955	21,584
26 Oth Current Chgs LicPermRenewa	16,009	16,009	16,489	16,984	17,493	18,018	18,559	19,116	19,689	20,280	20,888
27 Office Supp	5,410	5,410	5,572	5,739	5,912	6,089	6,272	6,460	6,654	6,853	7,059
28 Oper Supp Computer	2,705	2,705	2,786	2,870	2,956	3,045	3,136	3,230	3,327	3,427	3,529
29 Book Publicat Subscriptio	1,081	1,081	1,113	1,147	1,181	1,217	1,253	1,291	1,329	1,369	1,410
30 Memberships	1,545	1,050	1,082	1,114	1,147	1,182	1,217	1,254	1,291	1,330	1,370
31 Registration Edu Fees	4,310	5,410	5,572	5,739	5,912	6,089	6,272	6,460	6,654	6,853	7,059
Capital Outlay											
32 Machinery and Equip \$1000/Grea	7,100	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829
33 Total Administration	\$ 1,472,214	\$ 1,614,739	\$ 1,684,869	\$ 1,758,357	\$ 1,835,383	\$ 1,916,141	\$ 2,000,836	\$ 2,089,683	\$ 2,182,916	\$ 2,280,779	\$ 2,383,533

Projection of Cash Outflows

Schedule 4

Expense Line Item	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Water Distribution											
Personal Services											
34 Regular Salaries	\$ 573,908	\$ 468,151	\$ 486,877	\$ 506,352	\$ 526,606	\$ 547,670	\$ 569,577	\$ 592,360	\$ 616,055	\$ 640,697	\$ 666,325
35 Overtime	40,380	42,423	44,120	45,885	47,720	49,629	51,614	53,679	55,826	58,059	60,381
36 Spec Pay Longevity Pay	3,328	3,428	3,565	3,708	3,856	4,010	4,171	4,338	4,511	4,691	4,879
37 Spec Pay Vacation Incentive	2,173	2,238	2,328	2,421	2,517	2,618	2,723	2,832	2,945	3,063	3,185
38 Spec Pay Standby Pay	4,411	4,543	4,725	4,914	5,110	5,315	5,527	5,748	5,978	6,217	6,466
39 FICA Taxes	47,858	39,947	41,545	43,207	44,935	46,732	48,602	50,546	52,568	54,670	56,857
40 Disability Long Term	2,619	2,016	2,177	2,351	2,540	2,743	2,962	3,199	3,455	3,731	4,030
41 Health Plan Allocation	190,457	167,931	181,365	195,875	211,545	228,468	246,746	266,485	287,804	310,829	335,695
42 Life Insn Allocation	1,472	1,134	1,225	1,323	1,429	1,543	1,666	1,800	1,943	2,099	2,267
Operations & Maintenance											
43 Retirement Contrib ICMA401Gnrl	\$ 39,206	\$ 37,452	\$ 38,950	\$ 40,508	\$ 42,128	\$ 43,814	\$ 45,566	\$ 47,389	\$ 49,284	\$ 51,256	\$ 53,306
44 Workers' Comp Allocation	28,257	22,176	22,841	23,527	24,232	24,959	25,708	26,479	27,274	28,092	28,935
45 Prof Svcs Consultants	22,416	30,916	31,843	32,799	33,783	34,796	35,840	36,915	38,023	39,163	40,338
46 Oth Contr Svcs Uniform Rent	3,277	3,277	3,375	3,477	3,581	3,688	3,799	3,913	4,030	4,151	4,276
47 Oth Contr Svcs Oth	109,111	114,567	118,004	121,544	125,190	128,946	132,815	136,799	140,903	145,130	149,484
48 Travel & Per Diem Auto Allowan	1,400	1,404	1,446	1,490	1,534	1,580	1,628	1,676	1,727	1,779	1,832
49 Comms Svcs	2,163	2,163	2,228	2,295	2,364	2,434	2,508	2,583	2,660	2,740	2,822
50 Rentals/Leases Oth	2,163	2,271	2,339	2,409	2,482	2,556	2,633	2,712	2,793	2,877	2,963
51 Rentals/Leases ISF Fuel Maint	104,041	107,162	112,520	118,146	124,053	130,256	136,769	143,607	150,788	158,327	166,243
52 Rep and Maint Service Contrs	12,594	13,224	13,621	14,029	14,450	14,884	15,330	15,790	16,264	16,752	17,254
53 Oper Supp Bldg	1,124	1,124	1,158	1,192	1,228	1,265	1,303	1,342	1,382	1,424	1,467
54 Oper Supp Chemicals	1,124	1,124	1,180	1,239	1,301	1,366	1,435	1,506	1,582	1,661	1,744
55 Oper Supp Materials	83,550	83,550	86,057	88,638	91,297	94,036	96,857	99,763	102,756	105,839	109,014
56 Oper Supp Uniforms	1,514	1,514	1,559	1,606	1,654	1,704	1,755	1,808	1,862	1,918	1,975
57 Oper Supp Hand Tools	2,568	2,568	2,645	2,724	2,806	2,890	2,977	3,066	3,158	3,253	3,351
58 Oper Supp Oth	5,385	5,410	5,572	5,739	5,912	6,089	6,272	6,460	6,654	6,853	7,059
59 Oper Supp Computer	1,081	1,081	1,113	1,147	1,181	1,217	1,253	1,291	1,329	1,369	1,410
60 Book Publicat Subscriptio	540	540	556	573	590	608	626	645	664	684	705
61 Memberships	1,406	1,406	1,448	1,492	1,536	1,582	1,630	1,679	1,729	1,781	1,835
62 Registration Edu Fees	3,245	3,245	3,342	3,443	3,546	3,652	3,762	3,875	3,991	4,111	4,234
63 Rentals/Leases ISF EquipChgbck	93,460	84,305	86,834	89,439	92,122	94,886	97,733	100,665	103,685	106,795	109,999
64 Rep and Maint Automotive	540	540	556	573	590	608	626	645	664	684	705
65 Rep and Maint Equip	5,410	5,410	5,572	5,739	5,912	6,089	6,272	6,460	6,654	6,853	7,059
66 Rep and Maint Oth	540	540	556	573	590	608	626	645	664	684	705
Capital Outlay											
67 Machinery and Equip \$1000/Grea	11,526	11,526	11,872	12,228	12,595	12,973	13,362	13,763	14,176	14,601	15,039
68 Total Water Distribution	\$ 1,404,247	\$ 1,270,306	\$ 1,325,117	\$ 1,382,604	\$ 1,442,917	\$ 1,506,216	\$ 1,572,670	\$ 1,642,461	\$ 1,715,780	\$ 1,792,833	\$ 1,873,837

Projection of Cash Outflows

Schedule 4

Expense Line Item	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Water Treatment											
Personal Services											
69 Regular Salaries	\$ 774,840	\$ 933,434	\$ 970,771	\$ 1,009,602	\$ 1,049,986	\$ 1,091,986	\$ 1,135,665	\$ 1,181,092	\$ 1,228,335	\$ 1,277,469	\$ 1,328,568
70 Overtime	82,118	86,274	89,725	93,314	97,047	100,928	104,966	109,164	113,531	118,072	122,795
71 Overtime Holiday Pay	23,667	24,377	25,352	26,366	27,421	28,518	29,658	30,845	32,078	33,362	34,696
72 Spec Pay Longevity Pay	3,630	3,739	3,889	4,044	4,206	4,374	4,549	4,731	4,920	5,117	5,322
73 Spec Pay Performance Incentive	10,794	10,794	11,226	11,675	12,142	12,627	13,133	13,658	14,204	14,772	15,363
74 Spec Pay Vacation Incentive	5,799	5,973	6,212	6,460	6,719	6,988	7,267	7,558	7,860	8,174	8,501
75 Spec Pay Longevity Merit Pay	1,500	1,500	1,560	1,622	1,687	1,755	1,825	1,898	1,974	2,053	2,135
76 Spec Pay Mdngh Shft Dffrtial	6,394	6,394	6,650	6,916	7,192	7,480	7,779	8,090	8,414	8,751	9,101
77 Spec Pay Standby Pay	2,493	2,568	2,671	2,778	2,889	3,004	3,124	3,249	3,379	3,514	3,655
78 FICA Taxes	69,862	82,395	85,691	89,118	92,683	96,390	100,246	104,256	108,426	112,763	117,274
79 Retirement Contrib ICMA401Gnrl	61,965	74,675	77,662	80,768	83,999	87,359	90,854	94,488	98,267	102,198	106,286
80 Disability Long Term	2,910	3,360	3,629	3,919	4,233	4,571	4,937	5,332	5,758	6,219	6,717
81 Health Plan Allocation	211,618	279,885	302,276	326,458	352,574	380,780	411,243	444,142	479,674	518,048	559,491
82 Life Insn Allocation	1,636	1,890	2,041	2,204	2,381	2,571	2,777	2,999	3,239	3,498	3,778
Operations & Maintenance											
83 Workers' Comp Allocation	\$ 31,397	\$ 36,960	\$ 38,069	\$ 39,211	\$ 40,387	\$ 41,599	\$ 42,847	\$ 44,132	\$ 45,456	\$ 46,820	\$ 48,224
84 Prof Svcs Consultants	78,490	78,490	80,845	83,270	85,768	88,341	90,991	93,721	96,533	99,429	102,412
85 Oth Contr Svcs Uniform Rent	3,277	3,277	3,375	3,477	3,581	3,688	3,799	3,913	4,030	4,151	4,276
86 Oth Contr Svcs Oth	162,579	170,708	175,829	181,104	186,537	192,133	197,897	203,834	209,949	216,248	222,735
87 Travel & Per Diem Auto Allowan	2,000	2,005	2,065	2,127	2,191	2,257	2,324	2,394	2,466	2,540	2,616
88 Comms Svcs	6,606	6,492	6,687	6,887	7,094	7,307	7,526	7,752	7,984	8,224	8,471
89 Utility Svcs Water	8,500	8,200	8,610	9,041	9,493	9,967	10,466	10,989	11,538	12,115	12,721
90 Utility Svcs Electricity	565,904	569,022	597,473	627,347	658,714	691,650	726,232	762,544	800,671	840,705	882,740
91 Rentals/Leases Oth	5,410	5,681	5,851	6,027	6,208	6,394	6,586	6,783	6,987	7,197	7,412
92 Rentals/Leases ISF Fuel Maint	93,481	96,285	101,099	106,154	111,462	117,035	122,887	129,031	135,483	142,257	149,370
93 Rentals/Leases ISF EquipChgbck	141,315	159,039	163,810	168,724	173,786	179,000	184,370	189,901	195,598	201,466	207,510
94 Rep and Maint Bldg	20,821	20,821	21,446	22,089	22,752	23,434	24,137	24,861	25,607	26,375	27,167
95 Rep and Maint Automotive	1,178	1,178	1,213	1,250	1,287	1,326	1,366	1,407	1,449	1,492	1,537
96 Rep and Maint Equip	27,052	27,052	27,864	28,699	29,560	30,447	31,361	32,302	33,271	34,269	35,297
97 Rep and Maint Service Contrs	85,160	89,418	92,101	94,864	97,709	100,641	103,660	106,770	109,973	113,272	116,670
98 Rep and Maint Oth	6,517	6,492	6,687	6,887	7,094	7,307	7,526	7,752	7,984	8,224	8,471
99 Oper Supp Bldg	1,726	1,726	1,778	1,831	1,886	1,943	2,001	2,061	2,123	2,186	2,252
100 Oper Supp Chemicals	720,257	720,257	756,270	794,083	833,788	875,477	919,251	965,213	1,013,474	1,064,148	1,117,355
101 Oper Supp Materials	17,723	17,723	18,255	18,802	19,366	19,947	20,546	21,162	21,797	22,451	23,124
102 Oper Supp Uniforms	1,622	1,622	1,671	1,721	1,772	1,826	1,880	1,937	1,995	2,055	2,116
103 Oper Supp Hand Tools	4,327	4,327	4,457	4,591	4,728	4,870	5,016	5,167	5,322	5,481	5,646
104 Oper Supp Oth	7,574	7,574	7,801	8,035	8,276	8,525	8,780	9,044	9,315	9,595	9,882
105 Oper Supp Laboratory	11,361	11,361	11,702	12,053	12,414	12,787	13,171	13,566	13,973	14,392	14,824
106 Oper Supp Treatment	11,361	11,361	11,702	12,053	12,414	12,787	13,171	13,566	13,973	14,392	14,824

Projection of Cash Outflows

Schedule 4

Expense Line Item	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
107 Book Publicat Subscriptio	1,703	1,703	1,754	1,807	1,861	1,917	1,974	2,033	2,094	2,157	2,222
108 Memberships	1,361	1,361	1,402	1,444	1,487	1,532	1,578	1,625	1,674	1,724	1,776
109 Registration Edu Fees	3,327	4,327	4,457	4,591	4,728	4,870	5,016	5,167	5,322	5,481	5,646
Capital Outlay											
110 Machinery and Equip \$1000/Grea	1,000	-	-	-	-	-	-	-	-	-	-
111 Total Water Treatment	\$ 3,282,255	\$ 3,581,720	\$ 3,743,625	\$ 3,913,414	\$ 4,091,505	\$ 4,278,338	\$ 4,474,381	\$ 4,680,128	\$ 4,896,101	\$ 5,122,855	\$ 5,360,976
Wastewater Treatment											
Operations & Maintenance											
112 Oth Contr Svcs WW Trmt/Disp ¹	7,576,250	7,936,872	8,254,347	8,584,521	8,927,901	9,285,017	9,656,418	10,042,675	10,444,382	10,862,157	11,296,643
113 Total Wastewater Treatment	\$ 7,576,250	\$ 7,936,872	\$ 8,254,347	\$ 8,584,521	\$ 8,927,901	\$ 9,285,017	\$ 9,656,418	\$ 10,042,675	\$ 10,444,382	\$ 10,862,157	\$ 11,296,643
Wastewater Collection											
Personal Services											
114 Regular Salaries	\$ 430,007	\$ 415,743	\$ 432,373	\$ 449,668	\$ 467,654	\$ 486,361	\$ 505,815	\$ 526,048	\$ 547,089	\$ 568,973	\$ 591,732
115 Overtime	45,534	47,838	49,752	51,742	53,811	55,964	58,202	60,530	62,952	65,470	68,088
116 Spec Pay Longevity Pay	1,184	1,220	1,269	1,320	1,372	1,427	1,484	1,544	1,605	1,670	1,736
117 Spec Pay Vacation Incentive	2,898	2,985	3,104	3,229	3,358	3,492	3,632	3,777	3,928	4,085	4,249
118 Spec Pay Longevity Merit Pay	1,500	1,500	1,560	1,622	1,687	1,755	1,825	1,898	1,974	2,053	2,135
119 Spec Pay Standby Pay	5,514	5,679	5,906	6,142	6,388	6,644	6,909	7,186	7,473	7,772	8,083
120 FICA Taxes	37,274	36,381	37,836	39,350	40,924	42,561	44,263	46,034	47,875	49,790	51,782
121 Retirement Contrib ICMA401Gnrl	32,059	33,259	34,589	35,973	37,412	38,908	40,465	42,083	43,767	45,517	47,338
122 Disability Long Term	1,791	1,792	1,935	2,090	2,257	2,438	2,633	2,844	3,071	3,317	3,582
123 Health Plan Allocation	130,227	149,272	161,214	174,111	188,040	203,083	219,330	236,876	255,826	276,292	298,395
124 Life Insn Allocation	1,007	1,008	1,089	1,176	1,270	1,371	1,481	1,600	1,728	1,866	2,015
Operations & Maintenance											
125 Workers' Comp Allocation	\$ 19,321	\$ 19,712	\$ 20,303	\$ 20,912	\$ 21,540	\$ 22,186	\$ 22,852	\$ 23,537	\$ 24,243	\$ 24,971	\$ 25,720
126 Prof Svcs Consultants	31,746	21,250	21,888	22,544	23,220	23,917	24,635	25,374	26,135	26,919	27,726
127 Oth Contr Svcs Uniform Rent	3,277	3,277	3,375	3,477	3,581	3,688	3,799	3,913	4,030	4,151	4,276
128 Oth Contr Svcs Oth	47,396	49,766	51,259	52,797	54,381	56,012	57,692	59,423	61,206	63,042	64,933
129 Travel & Per Diem CommAllowanc	600	602	620	639	658	678	698	719	740	763	785
130 Comms Svcs	6,378	6,492	6,687	6,887	7,094	7,307	7,526	7,752	7,984	8,224	8,471
131 Utility Svcs Electricity	252,195	257,239	270,101	283,606	297,786	312,676	328,309	344,725	361,961	380,059	399,062
132 Rentals/Leases Oth	-	567	584	602	620	638	657	677	697	718	740
133 Rentals/Leases ISF Fuel Maint	126,191	129,977	136,476	143,300	150,465	157,988	165,887	174,182	182,891	192,035	201,637
134 Rep and Maint Automotive	553	597	615	633	652	672	692	713	734	756	779
135 Rep and Maint Service Contrs	8,201	8,498	8,753	9,016	9,286	9,565	9,852	10,147	10,451	10,765	11,088
136 Oper Supp Bldg	5,626	5,626	5,795	5,969	6,148	6,332	6,522	6,718	6,919	7,127	7,341
137 Oper Supp Chemicals	4,944	5,200	5,460	5,733	6,020	6,321	6,637	6,968	7,317	7,683	8,067
138 Oper Supp Materials	39,387	39,387	40,569	41,786	43,039	44,330	45,660	47,030	48,441	49,894	51,391

Projection of Cash Outflows

Schedule 4

Expense Line Item	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
139 Oper Supp Uniforms	1,703	1,703	1,754	1,807	1,861	1,917	1,974	2,033	2,094	2,157	2,222
140 Oper Supp Hand Tools	2,120	2,705	2,786	2,870	2,956	3,045	3,136	3,230	3,327	3,427	3,529
141 Oper Supp Oth	2,705	2,705	2,786	2,870	2,956	3,045	3,136	3,230	3,327	3,427	3,529
142 Oper Supp Computer	2,631	1,081	1,113	1,147	1,181	1,217	1,253	1,291	1,329	1,369	1,410
143 Memberships	-	125	129	133	137	141	145	149	154	158	163
144 Registration Edu Fees	1,703	1,703	1,754	1,807	1,861	1,917	1,974	2,033	2,094	2,157	2,222
145 Rentals/Leases ISF EquipChgbck	183,489	210,549	216,865	223,371	230,073	236,975	244,084	251,407	258,949	266,717	274,719
146 Rep and Maint Equip	35,709	35,709	36,780	37,884	39,020	40,191	41,397	42,638	43,918	45,235	46,592
147 Rep and Maint Oth	567	567	584	602	620	638	657	677	697	718	740
Capital Outlay											
148 Machinery and Equip \$1000/Grea	6,885	6,885	7,092	7,304	7,523	7,749	7,982	8,221	8,468	8,722	8,983
149 Total Wastewater Collection	\$ 1,472,322	\$ 1,508,599	\$ 1,574,755	\$ 1,644,114	\$ 1,716,850	\$ 1,793,145	\$ 1,873,195	\$ 1,957,205	\$ 2,045,396	\$ 2,137,999	\$ 2,235,262
Non-Departmental Expenses											
150 Oth Contr Svcs MicrosLicens	\$ 3,523	\$ 3,699	\$ 3,810	\$ 3,924	\$ 4,042	\$ 4,163	\$ 4,288	\$ 4,417	\$ 4,549	\$ 4,686	\$ 4,826
151 OPEB Payments to OPEB Trust	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
152 Prof Svcs Econ Dev	296,701	296,701	305,602	314,770	324,213	333,940	343,958	354,277	364,905	375,852	387,128
153 Prof Svcs Rev and Collection	670,397	696,298	717,187	738,703	760,864	783,690	807,200	831,416	856,359	882,049	908,511
154 Prof Svcs Administrative Svcs	2,043,109	2,145,264	2,209,622	2,275,911	2,344,188	2,414,514	2,486,949	2,561,557	2,638,404	2,717,556	2,799,083
155 Prof Svcs Credit Card Chgs	100,000	100,000	103,000	106,090	109,273	112,551	115,927	119,405	122,987	126,677	130,477
156 Accounting and Auditing	75,000	75,000	77,250	79,568	81,955	84,413	86,946	89,554	92,241	95,008	97,858
157 Oper Supp Materials	104,303	104,303	107,432	110,655	113,975	117,394	120,916	124,543	128,280	132,128	136,092
158 Contingencies Econ Conditions	478,161	75,000	77,250	79,568	81,955	84,413	86,946	89,554	92,241	95,008	97,858
159 Machinery and Equip \$1000/Grea	9,500	18,700	19,261	19,839	20,434	21,047	21,678	22,329	22,999	23,689	24,399
160 Improve Oth Than Bldg	100,000	100,000	103,000	106,090	109,273	112,551	115,927	119,405	122,987	126,677	130,477
161 Machinery and Equip \$1000/Grea	260,000	145,000	149,350	153,831	158,445	163,199	168,095	173,138	178,332	183,682	189,192
162 IntfdTrf to Prop&Casualty	1,023,422	1,060,583	1,092,400	1,125,173	1,158,928	1,193,696	1,229,506	1,266,392	1,304,383	1,343,515	1,383,820
163 Machinery and Equip \$1000/Grea	293,160	-	-	-	-	-	-	-	-	-	-
164 WTP Membrane Upgrade											
Incremental Operating Cost ²	-	-	-	(178,333)	131,549	135,496	139,561	143,748	148,060	152,502	157,077
165 Total Non-Departmental Expenses	\$ 5,467,276	\$ 4,830,548	\$ 4,975,164	\$ 4,945,786	\$ 5,409,092	\$ 5,571,065	\$ 5,737,897	\$ 5,909,734	\$ 6,086,726	\$ 6,269,028	\$ 6,456,799
Total Expenses by Category											
166 Personal Services	\$ 4,082,185	\$ 4,339,745	\$ 4,544,946	\$ 4,760,916	\$ 4,988,290	\$ 5,227,747	\$ 5,480,007	\$ 5,745,843	\$ 6,026,074	\$ 6,321,579	\$ 6,633,292
167 Variable Operations & Maintenance	9,461,075	9,839,772	10,252,392	10,682,468	11,130,746	11,598,004	12,085,054	12,592,743	13,121,953	13,673,607	14,248,666
168 Operations & Maintenance	6,145,432	5,978,455	6,158,183	6,164,985	6,665,572	6,865,961	7,072,378	7,285,005	7,504,029	7,729,642	7,962,044
169 Capital Outlay	985,872	584,812	602,356	620,427	639,040	658,211	677,957	698,296	719,245	740,822	763,047
170 Total Expenses	\$ 20,674,564	\$ 20,742,784	\$ 21,557,877	\$ 22,228,796	\$ 23,423,648	\$ 24,349,923	\$ 25,315,397	\$ 26,321,886	\$ 27,371,301	\$ 28,465,650	\$ 29,607,049

Projection of Cash Outflows

Schedule 4

Expense Line Item	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Expense Execution Factors											
171 Personal Services	100%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%
172 Variable Operations & Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
173 Operations & Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
174 Capital Outlay	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Total Expenses at Execution											
175 Personal Services	\$ 4,082,185	\$ 4,252,950	\$ 4,454,047	\$ 4,665,698	\$ 4,888,524	\$ 5,123,192	\$ 5,370,407	\$ 5,630,926	\$ 5,905,553	\$ 6,195,147	\$ 6,500,626
176 Variable Operations & Maintenance	8,988,021	9,347,783	9,739,772	10,148,344	10,574,209	11,018,104	11,480,802	11,963,106	12,465,856	12,989,927	13,536,233
177 Operations & Maintenance	5,838,160	5,679,532	5,850,274	5,856,736	6,332,294	6,522,663	6,718,759	6,920,754	7,128,827	7,343,160	7,563,942
178 Capital Outlay	591,523	350,887	361,414	372,256	383,424	394,927	406,774	418,978	431,547	444,493	457,828
179 Total Expenses at Execution	\$ 19,499,890	\$ 19,631,153	\$ 20,405,507	\$ 21,043,034	\$ 22,178,451	\$ 23,058,885	\$ 23,976,742	\$ 24,933,764	\$ 25,931,782	\$ 26,972,727	\$ 28,058,629
Transfers Out											
180 TO RENEWAL & REPLACEMENT	\$ 2,785,375	2,215,785	9,214,624	6,284,354	6,544,699	6,697,684	6,900,266	7,109,018	7,324,131	7,545,803	7,774,237
181 DEBT SERVICE FUND ³	135,318	135,226	135,226	135,226	135,226	135,226	135,226	135,226	135,226	135,226	135,226
182 Total Transfers Out	\$ 2,920,693	\$ 2,351,011	\$ 9,349,850	\$ 6,419,580	\$ 6,679,925	\$ 6,832,910	\$ 7,035,492	\$ 7,244,244	\$ 7,459,357	\$ 7,681,029	\$ 7,909,463
Debt Service											
183 SRF - WW061610	\$ 68,527	68,527	68,527	68,527	68,527	68,527	68,527	68,527	68,527	68,527	68,527
184 SRF - WW822020	34,926	34,926	34,926	34,926	34,926	34,926	34,926	34,926	-	-	-
185 SRF - DW0603010	361,943	361,943	361,943	361,943	361,943	361,943	361,943	361,943	361,943	361,943	361,943
186 SRF - DW0603020	121,224	121,224	121,224	121,224	121,224	121,224	121,224	121,224	121,224	121,224	-
187 SRF - DW0603030	203,318	203,318	203,318	203,318	203,318	203,318	203,318	203,318	203,318	203,318	203,318
188 SRF - DW061620	75,902	75,902	75,902	75,902	75,902	75,902	75,902	75,902	75,902	75,902	75,902
189 SRF - DW061630	124,638	124,638	124,638	124,638	124,638	124,638	124,638	124,638	124,638	124,638	124,638
190 BOND SERIES 2012 - REVENUE	607,918	604,976	601,756	598,257	594,481	595,425	590,953	586,201	586,172	580,725	-
191 BOND SERIES 2015 - REVENUE	563,553	563,922	564,071	-	-	-	-	-	-	-	-
192 Projected Future Senior Lien Debt Service	-	-	998,672	1,602,721	2,021,840	2,275,345	3,854,868	4,810,246	6,499,748	7,521,646	8,877,817
192 Total Debt Service	\$ 2,161,949	\$ 2,159,377	\$ 3,154,978	\$ 3,191,457	\$ 3,606,799	\$ 3,861,248	\$ 5,436,299	\$ 6,386,925	\$ 8,041,473	\$ 9,057,924	\$ 9,712,145
Cash-Funded Capital											
193 Projects Paid with Cash funding (PAYGO)	660,000	445,000	767,350	153,831	158,445	1,472,466	1,820,873	2,036,941	1,688,886	2,133,669	3,111,879
194 Total Cash-Funded Capital	\$ 660,000	\$ 445,000	\$ 767,350	\$ 153,831	\$ 158,445	\$ 1,472,466	\$ 1,820,873	\$ 2,036,941	\$ 1,688,886	\$ 2,133,669	\$ 3,111,879
195 Total Cash Outflows	\$ 25,242,532	\$ 24,586,540	\$ 33,677,685	\$ 30,807,902	\$ 32,623,620	\$ 35,225,509	\$ 38,269,405	\$ 40,601,874	\$ 43,121,499	\$ 45,845,349	\$ 48,792,116

¹ Bulk Wastewater Treatment purchase from Broward County² Estimated change in operating expenses due to switching to membrane treatment.³ Transfer to Citywide Debt Service Fund

Cost Escalation Factors								Schedule 5	
Category	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Salaries & Wages	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Health Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
Retirement	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Repair & Maintenance	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Fuel, Utilities, Chemicals	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Admin Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
No Escalation	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Capital Improvement Program (CIP)**Schedule 6A**

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total Cost
Project Listing												
1 Infiltration/Inflow Correction Program	\$ -	\$ 500,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 9,500,000
2 Water Wells Rehabilitation Services	-	250,000	-	-	-	-	-	-	-	-	-	\$ 250,000
3 Force Main Valve Repair/Repl Program	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	\$ 1,100,000
4 Water and Wastewater Pumps	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	\$ 1,650,000
5 Water Meter Replacement Program	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	\$ 660,000
6 Force Main System Improvements	475,375	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	\$ 7,975,375
7 Force Main Integrity Evaluation	100,000	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	\$ 1,000,000
8 Galvanized Water Service Replacement Program	-	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	\$ 4,500,000
9 SCADA Cybersecurity	180,000	-	-	-	-	-	-	-	-	-	-	\$ 180,000
10 Cast Iron Water Main Replacement	-	-	4,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	\$ 12,000,000
11 Lift Station Rehab Program	1,400,000	-	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	\$ 14,000,000
12 Water Storage Tanks and Clearwell Cleaning	-	300,000	-	-	-	-	-	-	-	-	-	\$ 300,000
13 Water Main Valve Repair/Repl. Program	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	\$ 1,100,000
14 Refurbish Water Plant Main Energy Generator	400,000	-	-	-	-	-	-	-	-	-	-	\$ 400,000
15 Water Treatment Plant Fencing	115,000	-	-	-	-	-	-	-	-	-	-	\$ 115,000
16 Fire Hydrant Replacement Program	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	\$ 1,100,000
17 Painting WTP	-	-	600,000	-	-	-	-	-	-	-	-	\$ 600,000
18 Dead End Water Main Automatic Flushers	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	\$ 550,000
19 Portable Emergency Generators for Lift Stations	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	\$ 1,045,000
20 Projects from Prior Year CIPs	8,913,655	-	-	-	-	-	-	-	-	-	-	\$ 8,913,655
21 Cast Iron Water Main Replacement (upsizing 16in to 24in)	-	-	2,500,000	2,500,000	-	-	-	-	-	-	-	\$ 5,000,000
22 Cast Iron Force Main Replacement (upsizing 16in to 24in)	-	-	2,500,000	2,500,000	-	-	-	-	-	-	-	\$ 5,000,000
23 Membrane/ FAS Scenario D	-	-	5,175,000	6,856,500	4,293,500	4,293,500	14,649,580	14,649,580	14,649,580	14,649,580	22,612,080	\$ 101,828,900
24 Membrane/ FAS- Scenario D Western Wellfield Maintenance	-	-	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	\$ 5,625,000
25 Total CIP Budget (in current dollars)	\$12,239,030	\$2,905,000	\$19,755,000	\$17,836,500	\$10,273,500	\$10,273,500	\$20,629,580	\$20,629,580	\$20,629,580	\$20,629,580	\$28,592,080	\$ 184,392,930
26 Cumulative Projected Cost Escalation ¹	0.0%	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%	
27 CIP Funding Level	\$12,239,030	\$2,905,000	\$20,347,650	\$18,922,743	\$11,226,131	\$11,562,915	\$23,915,337	\$24,632,797	\$25,371,781	\$26,132,935	\$37,306,179	\$ 214,562,498
28 Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
29 Final CIP Funding Level	\$12,239,030	\$2,905,000	\$20,347,650	\$18,922,743	\$11,226,131	\$11,562,915	\$23,915,337	\$24,632,797	\$25,371,781	\$26,132,935	\$37,306,179	\$ 214,562,498

¹ CIP Escalation factors are consistent with historical trends in the Engineering News Record Construction Cost Index.

CIP Funding Sources

Schedule 6B

		Total Cost (Future Dollars)	Water Impact Fees	Sewer Impact Fees	Renewal & Replacement	Revenue Fund	Cash Funding (PAYGO)	Senior Lien Funding	Final Funding Source
Project Listing									
1	Infiltration/Inflow Correction Program	\$ 10,963,879	0%	0%	100%	0%	0%	0%	Cash
2	Water Wells Rehabilitation Services	250,000	0%	0%	100%	0%	0%	0%	Cash
3	Force Main Valve Repair/Repl Program	1,246,388	0%	0%	100%	0%	0%	0%	Cash
4	Water and Wastewater Pumps	1,869,582	0%	0%	100%	0%	0%	0%	Cash
5	Water Meter Replacement Program	747,833	0%	0%	100%	0%	0%	0%	Cash
6	Force Main System Improvements	9,073,284	0%	0%	100%	0%	0%	0%	Cash
7	Force Main Integrity Evaluation	1,146,388	0%	0%	100%	0%	0%	0%	Cash
8	Galvanized Water Service Replacement Program	5,158,746	0%	0%	100%	0%	0%	0%	Cash
9	SCADA Cybersecurity	180,000	0%	0%	100%	0%	0%	0%	Cash
10	Cast Iron Water Main Replacement	13,553,879	0%	0%	100%	0%	0%	0%	Cash
11	Lift Station Rehab Program	16,049,431	0%	0%	100%	0%	0%	0%	Cash
12	Water Storage Tanks and Clearwell Cleaning	300,000	0%	0%	0%	100%	0%	0%	Cash
13	Water Main Valve Repair/Repl. Program	1,246,388	0%	0%	100%	0%	0%	0%	Cash
14	Refurbish Water Plant Main Energy Generator	400,000	0%	0%	0%	100%	0%	0%	Cash
15	Water Treatment Plant Fencing	115,000	0%	0%	0%	100%	0%	0%	Cash
16	Fire Hydrant Replacement Program	1,246,388	0%	0%	100%	0%	0%	0%	Cash
17	Painting WTP	618,000	0%	0%	0%	100%	0%	0%	Cash
18	Dead End Water Main Automatic Flushers	623,194	0%	0%	0%	100%	0%	0%	Cash
19	Portable Emergency Generators for Lift Stations	1,184,069	0%	0%	0%	100%	0%	0%	Cash
20	Projects from Prior Year CIPs	8,913,655	0%	0%	100%	0%	0%	0%	Cash
21	Cast Iron Water Main Replacement (upsizing 16in to 24in)	5,227,250	33%	0%	0%	0%	0%	67%	Senior Lien Debt
22	Cast Iron Force Main Replacement (upsizing 16in to 24in)	5,227,250	0%	33%	0%	0%	0%	67%	Senior Lien Debt
23	Membrane/ FAS Scenario D	122,681,970	0%	0%	0%	9%	0%	91%	Senior Lien Debt
24	Membrane/ FAS- Scenario D Western Wellfield Maintenance	6,539,925	0%	0%	100%	0%	0%	0%	Cash
25	Total CIP Funding	\$ 214,562,498	1%	1%	36%	7%	0%	55%	100%

CIP Funding Summary**Schedule 6C**

		Total Cost (Future Dollars)	Water Impact Fees	Sewer Impact Fees	Renewal & Replacement	Cash Funding (PAYGO)	Senior Lien Funding
<u>Project Listing</u>							
1	Infiltration/Inflow Correction Program	\$ 10,963,879	\$ -	\$ -	\$ 10,963,879	\$ -	\$ -
2	Water Wells Rehabilitation Services	250,000	-	-	250,000	-	-
3	Force Main Valve Repair/Repl Program	1,246,388	-	-	1,246,388	-	-
4	Water and Wastewater Pumps	1,869,582	-	-	1,869,582	-	-
5	Water Meter Replacement Program	747,833	-	-	747,833	-	-
6	Force Main System Improvements	9,073,284	-	-	9,073,284	-	-
7	Force Main Integrity Evaluation	1,146,388	-	-	1,146,388	-	-
8	Galvanized Water Service Replacement Program	5,158,746	-	-	5,158,746	-	-
9	SCADA Cybersecurity	180,000	-	-	180,000	-	-
10	Cast Iron Water Main Replacement	13,553,879	-	-	13,553,879	-	-
11	Lift Station Rehab Program	16,049,431	-	-	16,049,431	-	-
12	Water Storage Tanks and Clearwell Cleaning	300,000	-	-	-	300,000	-
13	Water Main Valve Repair/Repl. Program	1,246,388	-	-	1,246,388	-	-
14	Refurbish Water Plant Main Energy Generator	400,000	-	-	-	400,000	-
15	Water Treatment Plant Fencing	115,000	-	-	-	115,000	-
16	Fire Hydrant Replacement Program	1,246,388	-	-	1,246,388	-	-
17	Painting WTP	618,000	-	-	-	618,000	-
18	Dead End Water Main Automatic Flushers	623,194	-	-	-	623,194	-
19	Portable Emergency Generators for Lift Stations	1,184,069	-	-	-	1,184,069	-
20	Projects from Prior Year CIPs	8,913,655	-	-	8,913,655	-	-
21	Cast Iron Water Main Replacement (upsizing 16in to 24in)	5,227,250	1,742,417	-	-	-	3,484,833
22	Cast Iron Force Main Replacement (upsizing 16in to 24in)	5,227,250	-	1,742,417	-	-	3,484,833
23	Membrane/ FAS Scenario D	122,681,970	-	-	-	11,209,077	111,472,893
24	Membrane/ FAS- Scenario D Western Wellfield Maintenance	6,539,925	-	-	6,539,925	-	-
25	Total CIP Budget (in Future Dollars)	\$ 214,562,498	\$ 1,742,417	\$ 1,742,417	\$ 78,185,766	\$14,449,339	\$118,442,560

FAMS - Financial Management Plan Summary

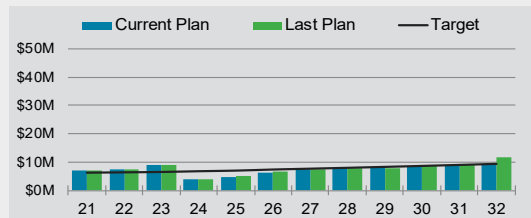
Schedule 7

 CORAL SPRINGS, FLORIDA CALC SAVE CTRL LAST OVR												
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Water Rate Plan	0.00%	3.50%	9.50%	9.50%	9.50%	9.50%	9.50%	9.50%	9.50%	9.50%	9.50%	FY 2027
Last Plan	0.00%	3.50%	11.50%	11.50%	11.50%	11.50%	6.50%	6.50%	6.50%	6.50%	6.50%	FY 2032
Sewer Rate Plan	0.00%	3.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	48.82%
Last Plan	0.00%	3.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	134.35%
Senior-Lien DSC	5.66	5.99	3.85	4.96	4.80	4.78	3.37	3.04	2.53	2.43	2.43	60.04%
Last Plan	5.66	5.99	3.95	5.11	3.57	3.17	2.36	2.12	2.17	2.25	2.56	119.18%
All-In DSC	3.07	3.25	2.64	3.42	3.49	3.56	2.76	2.57	2.23	2.17	2.22	14.21%
Last Plan	3.07	3.25	2.71	3.53	2.83	2.63	2.06	1.88	1.94	2.02	2.31	29.22%
Total Single Family Bill	\$71.01	\$73.49	\$77.12	\$80.97	\$85.09	\$89.54	\$94.30	\$99.44	\$104.98	\$110.93	\$117.33	14.21%
Last Plan	\$71.01	\$73.49	\$77.64	\$82.12	\$87.00	\$92.35	\$96.23	\$100.29	\$104.58	\$109.09	\$113.80	29.22%
Total Bill % Change	0.00%	3.49%	4.94%	4.99%	5.09%	5.23%	5.32%	5.45%	5.57%	5.67%	5.77%	
Last Plan	0.00%	3.49%	5.65%	5.77%	5.94%	6.15%	4.20%	4.22%	4.28%	4.31%	4.32%	

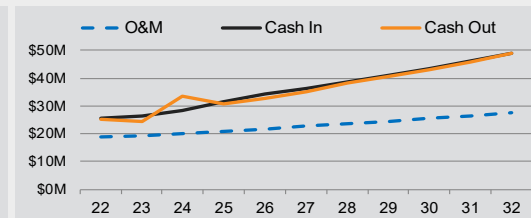
Scenario Manager

Plant Upgrade Scenario D

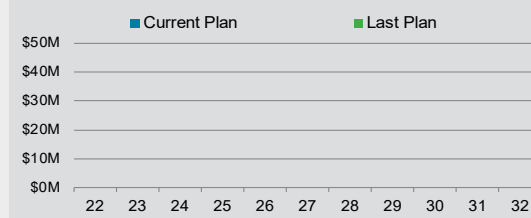
Operating Fund



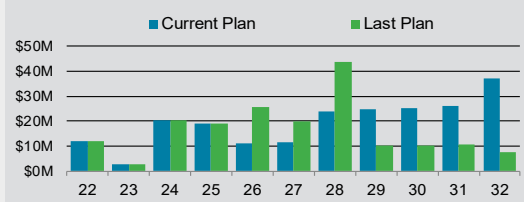
Revenues vs. Expenses



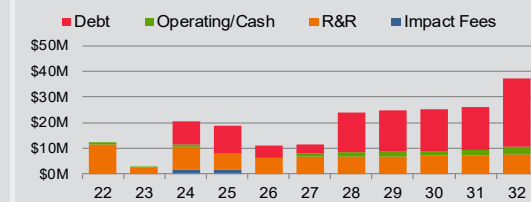
SRF Borrowing



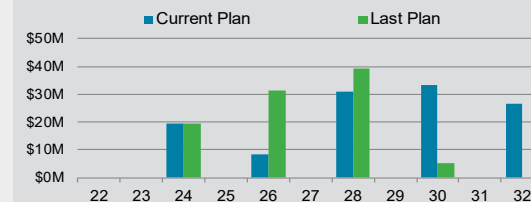
CIP Spending



CIP Funding



Senior Borrowing



* Active Plan (Blue Bars) reflects the Membrane Water Treatment Plant Scenario

* Last Plan (Green Bars) reflects the Lime Softening Treatment Plant Scenario

Pro Forma

Schedule 8

		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Operating Revenue												
1 Water and Sewer Rate Revenues		\$ 25,106,961	\$ 25,106,961	\$ 25,884,807	\$ 28,000,125	\$ 31,234,452	\$ 33,989,854	\$ 36,001,129	\$ 38,170,101	\$ 40,511,034	\$ 43,039,537	\$ 45,772,705
2 Change in Revenue From Growth		-	(97,486)	707,088	1,634,271	981,179	95,803	99,454	103,356	107,529	111,995	116,777
3 Subtotal		\$ 25,106,961	\$ 25,009,475	\$ 26,591,895	\$ 29,634,396	\$ 32,215,631	\$ 34,085,656	\$ 36,100,583	\$ 38,273,458	\$ 40,618,563	\$ 43,151,532	\$ 45,889,482
4 Weighted Average Rate Increase		0.00%	3.50%	5.30%	5.62%	5.51%	5.62%	5.73%	5.85%	5.96%	6.07%	6.19%
5 Additional Rate Revenue From Rate Increase		-	875,332	1,408,230	1,600,056	1,774,222	1,915,472	2,069,519	2,237,576	2,420,975	2,621,173	2,839,769
7 Total Rate Revenue		\$ 25,106,961	\$ 25,884,807	\$ 28,000,125	\$ 31,234,452	\$ 33,989,854	\$ 36,001,129	\$ 38,170,101	\$ 40,511,034	\$ 43,039,537	\$ 45,772,705	\$ 48,729,251
8 Plus: Other Operating Revenue		283,897	289,575	289,575	289,575	289,575	289,575	289,575	289,575	289,575	289,575	289,575
9 Equals: Total Operating Revenue		\$ 25,390,858	\$ 26,174,382	\$ 28,289,700	\$ 31,524,027	\$ 34,279,429	\$ 36,290,704	\$ 38,459,676	\$ 40,800,609	\$ 43,329,112	\$ 46,062,280	\$ 49,018,826
Less: Operating Expenses												
10 Personnel Services		\$ (4,082,185)	\$ (4,252,950)	\$ (4,454,047)	\$ (4,665,698)	\$ (4,888,524)	\$ (5,123,192)	\$ (5,370,407)	\$ (5,630,926)	\$ (5,905,553)	\$ (6,195,147)	\$ (6,500,626)
11 Variable Operations & Maintenance Costs		(8,988,021)	(9,347,783)	(9,739,772)	(10,148,344)	(10,574,209)	(11,018,104)	(11,480,802)	(11,963,106)	(12,465,856)	(12,989,927)	(13,536,233)
12 Operations & Maintenance Costs		(5,838,160)	(5,679,532)	(5,850,274)	(5,856,736)	(6,332,294)	(6,522,663)	(6,718,759)	(6,920,754)	(7,128,827)	(7,343,160)	(7,563,942)
13 Equals: Net Operating Income		\$ 6,482,491	\$ 6,894,116	\$ 8,245,607	\$ 10,853,249	\$ 12,484,402	\$ 13,626,745	\$ 14,889,709	\$ 16,285,823	\$ 17,828,877	\$ 19,534,046	\$ 21,418,025
Plus: Non-Operating Income/(Expense)												
15 Interest Income		\$ 147,389	\$ 113,116	\$ 94,505	\$ 73,026	\$ 86,999	\$ 103,050	\$ 111,732	\$ 116,205	\$ 120,870	\$ 125,735	\$ 130,812
16 Water Impact Fees		71,136	16,679	393,939	881,490	595,894	149,994	149,994	149,994	149,994	149,994	149,994
17 Sewer Impact Fees		34,647	17,693	417,997	935,517	632,525	159,198	159,198	159,198	159,198	159,198	159,198
18 Transfers In ¹		186,643	-	-	-	-	-	-	-	-	-	-
19 Equals: Net Income		\$ 6,922,307	\$ 7,041,604	\$ 9,152,048	\$ 12,743,283	\$ 13,799,820	\$ 14,038,987	\$ 15,310,633	\$ 16,711,219	\$ 18,258,939	\$ 19,968,974	\$ 21,858,029
Less: Revenues Excluded From Coverage Test												
20 Impact Fees		\$ (105,783)	\$ (34,372)	\$ (811,936)	\$ (1,817,007)	\$ (1,228,419)	\$ (309,192)	\$ (309,192)	\$ (309,192)	\$ (309,192)	\$ (309,192)	\$ (309,192)
22 Transfers In		(186,643)	-	-	-	-	-	-	-	-	-	-
23 Equals: Net Income Available For Debt Service		\$ 6,629,880	\$ 7,007,232	\$ 8,340,112	\$ 10,926,276	\$ 12,571,401	\$ 13,729,795	\$ 15,001,441	\$ 16,402,027	\$ 17,949,747	\$ 19,659,782	\$ 21,548,837
Senior Lien Debt Service Coverage Test												
24 Net Income Available for Senior-Lien Debt Service		\$ 6,629,880	\$ 7,007,232	\$ 8,340,112	\$ 10,926,276	\$ 12,571,401	\$ 13,729,795	\$ 15,001,441	\$ 16,402,027	\$ 17,949,747	\$ 19,659,782	\$ 21,548,837
25 Existing Senior-Lien Debt		1,171,471	1,168,898	1,165,827	598,257	594,481	595,425	590,953	586,201	586,172	580,725	-
26 Cumulative New Senior Lien Debt Service (calculated)		-	-	998,672	1,602,721	2,021,840	2,275,345	3,854,868	4,810,246	6,499,748	7,521,646	8,877,817
27 Total Annual Senior-Lien Debt Service	Min.	\$ 1,171,471	\$ 1,168,898	\$ 2,164,499	\$ 2,200,978	\$ 2,616,320	\$ 2,870,770	\$ 4,445,821	\$ 5,396,447	\$ 7,085,920	\$ 8,102,371	\$ 8,877,817
28 Calculated Senior-Lien Debt Service Coverage	1.15	5.66	5.99	3.85	4.96	4.80	4.78	3.37	3.04	2.53	2.43	2.43
Subordinate Debt Service Coverage Test												
29 Net Income Available for Subordinate Debt Service		\$ 5,458,409	\$ 5,838,334	\$ 6,175,613	\$ 8,725,297	\$ 9,955,081	\$ 10,859,025	\$ 10,555,620	\$ 11,005,580	\$ 10,863,827	\$ 11,557,410	\$ 12,671,020
30 Existing Subordinate Debt		990,478	990,478	990,478	990,478	990,478	990,478	990,478	990,478	955,553	955,553	834,328
31 Cumulative New Subordinate Debt Service (calculated)		-	-	-	-	-	-	-	-	-	-	-
32 Total Annual Subordinate Debt Service	Min.	\$ 990,478	\$ 990,478	\$ 990,478	\$ 990,478	\$ 990,478	\$ 990,478	\$ 990,478	\$ 990,478	\$ 955,553	\$ 955,553	\$ 834,328
33 Calculated Subordinate Debt Service Coverage	1.15	5.51	5.89	6.23	8.81	10.05	10.96	10.66	11.11	11.37	12.10	15.19
Total All-In Debt Service Coverage Test												
34 Net Income Available for Subordinate Debt Service		\$ 6,629,880	\$ 7,007,232	\$ 8,340,112	\$ 10,926,276	\$ 12,571,401	\$ 13,729,795	\$ 15,001,441	\$ 16,402,027	\$ 17,949,747	\$ 19,659,782	\$ 21,548,837
35 Total Senior-Lien Debt Service		1,171,471	1,168,898	2,164,499	2,200,978	2,616,320	2,870,770	4,445,821	5,396,447	7,085,920	8,102,371	8,877,817
36 Total Subordinate Debt Service		990,478	990,478	990,478	990,478	990,478	990,478	990,478	990,478	955,553	955,553	834,328
37 Total Annual Debt Service	Tar.	\$ 2,161,949	\$ 2,159,377	\$ 3,154,978	\$ 3,191,457	\$ 3,606,799	\$ 3,861,248	\$ 5,436,299	\$ 6,386,925	\$ 8,041,473	\$ 9,057,924	\$ 9,712,145
38 Calculated All-In Debt Service Coverage	1.50	3.07	3.25	2.64	3.42	3.49	3.56	2.76	2.57	2.23	2.17	2.22

Pro Forma

Schedule 8

		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Cash Flow Test												
39	Net Income Available For Debt Service	\$ 6,629,880	\$ 7,007,232	\$ 8,340,112	\$ 10,926,276	\$ 12,571,401	\$ 13,729,795	\$ 15,001,441	\$ 16,402,027	\$ 17,949,747	\$ 19,659,782	\$ 21,548,837
40	Less: Non-Operating Expenditures											
41	Net Interfund Transfers (In - Out) ²	(2,914,050)	(2,351,011)	(9,349,850)	(6,419,580)	(6,679,925)	(6,832,910)	(7,035,492)	(7,244,244)	(7,459,357)	(7,681,029)	(7,909,463)
42	Net Debt Service Payment	(2,161,949)	(2,159,377)	(3,154,978)	(3,191,457)	(3,606,799)	(3,861,248)	(5,436,299)	(6,386,925)	(8,041,473)	(9,057,924)	(9,712,145)
43	Capital Outlay	(591,523)	(350,887)	(361,414)	(372,256)	(383,424)	(394,927)	(406,774)	(418,978)	(431,547)	(444,493)	(457,828)
44	Net Cash Flow	\$ 962,358	\$ 2,145,958	\$ (4,526,130)	\$ 942,982	\$ 1,901,253	\$ 2,640,710	\$ 2,122,876	\$ 2,351,880	\$ 2,017,370	\$ 2,476,335	\$ 3,469,401
Unrestricted Reserve Fund Test												
45	Balance At Beginning Of Fiscal Year	\$ 7,144,613	\$ 7,446,971	\$ 9,147,929	\$ 3,854,449	\$ 4,643,601	\$ 6,386,408	\$ 7,554,653	\$ 7,856,656	\$ 8,171,595	\$ 8,500,078	\$ 8,842,745
46	Cash Flow Surplus/(Deficit)	962,358	2,145,958	(2,059,566)	942,982	1,901,253	2,640,710	2,122,876	2,351,880	2,017,370	2,476,335	3,469,401
47	Reserve Fund Balance Used For Cash Flow Deficit	-	-	(2,466,564)	-	-	-	-	-	-	-	-
48	Projects Paid With Cash (PAYGO)	(660,000)	(445,000)	(767,350)	(153,831)	(158,445)	(1,472,466)	(1,820,873)	(2,036,941)	(1,688,886)	(2,133,669)	(3,111,879)
49	Balance At End Of Fiscal Year	\$ 7,446,971	\$ 9,147,929	\$ 3,854,449	\$ 4,643,601	\$ 6,386,408	\$ 7,554,653	\$ 7,856,656	\$ 8,171,595	\$ 8,500,078	\$ 8,842,745	\$ 9,200,267
50	Working Capital Reserve Target ³	6,302,789	6,426,755	6,681,364	6,890,259	7,265,009	7,554,653	7,856,656	8,171,595	8,500,078	8,842,745	9,200,267
51	Excess/(Deficiency) Of Working Capital To Target	\$ 1,144,182	\$ 2,721,173	\$ (2,826,916)	\$ (2,246,659)	\$ (878,600)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

¹ Includes \$180,000 from American Rescue Plan Funding to be used for Renewal and Replacement projects

² Includes annual transfer to the Renewal and Replacement Fund.

³ City's Financial Policy is to maintain a working capital reserve equal to a minimum of two months of the Water and Sewer budgeted operating expenditures.

Capital Project Funding Summary**Schedule 9**

Final Capital Projects Funding Sources	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Water Impact Fees	\$ -	\$ -	\$ 858,333	\$ 884,083	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Impact Fees	-	-	858,333	884,083	-	-	-	-	-	-	-
Renewal & Replacement	11,579,030	2,460,000	9,100,050	6,190,352	6,376,062	6,567,344	6,764,364	6,967,295	7,176,314	7,391,603	7,613,352
Senior-Lien Debt Proceeds	-	-	8,763,583	10,810,394	4,691,623	3,523,105	15,330,101	15,628,561	16,506,581	16,607,663	26,580,949
Projects Paid With Cash (PAYGO)	660,000	445,000	767,350	153,831	158,445	1,472,466	1,820,873	2,036,941	1,688,886	2,133,669	3,111,879
Total Projects Paid	\$ 12,239,030	\$ 2,905,000	\$ 20,347,650	\$ 18,922,743	\$ 11,226,131	\$ 11,562,915	\$ 23,915,337	\$ 24,632,797	\$ 25,371,781	\$ 26,132,935	\$ 37,306,179

Sources and Uses

Schedule 10

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Water Impact Fees											
Balance At Beginning Of Fiscal Year	\$ 628,243	\$ 706,017	\$ 729,840	\$ 270,422	\$ 270,519	\$ 872,098	\$ 1,031,563	\$ 1,192,622	\$ 1,355,293	\$ 1,519,590	\$ 1,685,529
Annual Revenues	71,136	16,679	393,939	881,490	595,894	149,994	149,994	149,994	149,994	149,994	149,994
Total Amount Available For Projects	\$ 699,379	\$ 722,696	\$ 1,123,779	\$ 1,151,911	\$ 866,413	\$ 1,022,092	\$ 1,181,557	\$ 1,342,616	\$ 1,505,287	\$ 1,669,584	\$ 1,835,523
Amount Paid For Projects	-	-	(858,333)	(884,083)	-	-	-	-	-	-	-
Subtotal	\$ 699,379	\$ 722,696	\$ 265,445	\$ 267,828	\$ 866,413	\$ 1,022,092	\$ 1,181,557	\$ 1,342,616	\$ 1,505,287	\$ 1,669,584	\$ 1,835,523
Plus: Interest Earnings	6,638	7,144	4,976	2,691	5,685	9,471	11,066	12,676	14,303	15,946	17,605
Balance At End Of Fiscal Year	\$ 706,017	\$ 729,840	\$ 270,422	\$ 270,519	\$ 872,098	\$ 1,031,563	\$ 1,192,622	\$ 1,355,293	\$ 1,519,590	\$ 1,685,529	\$ 1,853,129
Sewer Impact Fees											
Balance At Beginning Of Fiscal Year	\$ 1,035,821	\$ 1,081,000	\$ 1,109,591	\$ 678,149	\$ 736,622	\$ 1,379,676	\$ 1,553,466	\$ 1,728,995	\$ 1,906,279	\$ 2,085,336	\$ 2,266,183
Annual Revenues	34,647	17,693	417,997	935,517	632,525	159,198	159,198	159,198	159,198	159,198	159,198
Total Amount Available For Projects	\$ 1,070,468	\$ 1,098,693	\$ 1,527,588	\$ 1,613,667	\$ 1,369,147	\$ 1,538,874	\$ 1,712,664	\$ 1,888,193	\$ 2,065,477	\$ 2,244,534	\$ 2,425,381
Amount Paid For Projects	-	-	(858,333)	(884,083)	-	-	-	-	-	-	-
Subtotal	\$ 1,070,468	\$ 1,098,693	\$ 669,255	\$ 729,583	\$ 1,369,147	\$ 1,538,874	\$ 1,712,664	\$ 1,888,193	\$ 2,065,477	\$ 2,244,534	\$ 2,425,381
Plus: Interest Earnings	10,531	10,898	8,894	7,039	10,529	14,593	16,331	18,086	19,859	21,649	23,458
Balance At End Of Fiscal Year	\$ 1,081,000	\$ 1,109,591	\$ 678,149	\$ 736,622	\$ 1,379,676	\$ 1,553,466	\$ 1,728,995	\$ 1,906,279	\$ 2,085,336	\$ 2,266,183	\$ 2,448,839
Prior Bond Proceeds											
Balance At Beginning Of Fiscal Year	\$ 410,643	\$ 414,749	\$ 418,897	\$ 423,086	\$ 427,317	\$ 431,590	\$ 435,906	\$ 440,265	\$ 444,668	\$ 449,114	\$ 453,605
Subtotal	\$ 410,643	\$ 414,749	\$ 418,897	\$ 423,086	\$ 427,317	\$ 431,590	\$ 435,906	\$ 440,265	\$ 444,668	\$ 449,114	\$ 453,605
Plus: Interest Earnings	4,106	4,147	4,189	4,231	4,273	4,316	4,359	4,403	4,447	4,491	4,536
Balance At End Of Fiscal Year	\$ 414,749	\$ 418,897	\$ 423,086	\$ 427,317	\$ 431,590	\$ 435,906	\$ 440,265	\$ 444,668	\$ 449,114	\$ 453,605	\$ 458,141
Renewal & Replacement											
Balance At Beginning Of Fiscal Year	\$ 11,749,910	\$ 3,136,255	\$ 2,892,040	\$ 3,006,614	\$ 3,100,617	\$ 3,269,254	\$ 3,399,594	\$ 3,535,495	\$ 3,677,218	\$ 3,825,035	\$ 3,979,235
Annual Revenues	2,965,375	2,215,785	9,214,624	6,284,354	6,544,699	6,697,684	6,900,266	7,109,018	7,324,131	7,545,803	7,774,237
Subtotal	\$ 14,715,285	\$ 5,352,040	\$ 12,106,664	\$ 9,290,968	\$ 9,645,316	\$ 9,966,938	\$ 10,299,859	\$ 10,644,513	\$ 11,001,349	\$ 11,370,839	\$ 11,753,472
Less: Restricted Funds	(2,836,255)	(2,892,040)	(3,006,614)	(3,100,617)	(3,269,254)	(3,399,594)	(3,535,495)	(3,677,218)	(3,825,035)	(3,979,235)	(4,140,120)
Total Amount Available For Projects	\$ 11,879,030	\$ 2,460,000	\$ 9,100,050	\$ 6,190,352	\$ 6,376,062	\$ 6,567,344	\$ 6,764,364	\$ 6,967,295	\$ 7,176,314	\$ 7,391,603	\$ 7,613,352
Amount Paid For Projects	(11,579,030)	(2,460,000)	(9,100,050)	(6,190,352)	(6,376,062)	(6,567,344)	(6,764,364)	(6,967,295)	(7,176,314)	(7,391,603)	(7,613,352)
Subtotal	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Add Back: Restricted Funds	2,836,255	2,892,040	3,006,614	3,100,617	3,269,254	3,399,594	3,535,495	3,677,218	3,825,035	3,979,235	4,140,120
Plus: Interest Earnings	74,431	30,141	29,493	30,536	31,849	33,344	34,675	36,064	37,511	39,021	40,597
Less: Interest Allocated To Cash Flow	(74,431)	(30,141)	(29,493)	(30,536)	(31,849)	(33,344)	(34,675)	(36,064)	(37,511)	(39,021)	(40,597)
Balance At End Of Fiscal Year	\$ 3,136,255	\$ 2,892,040	\$ 3,006,614	\$ 3,100,617	\$ 3,269,254	\$ 3,399,594	\$ 3,535,495	\$ 3,677,218	\$ 3,825,035	\$ 3,979,235	\$ 4,140,120

Sources and Uses

Schedule 10

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Revenue Fund											
Balance At Beginning Of Fiscal Year	\$ 7,144,613	\$ 7,446,971	\$ 9,147,929	\$ 3,854,449	\$ 4,643,601	\$ 6,386,408	\$ 7,554,653	\$ 7,856,656	\$ 8,171,595	\$ 8,500,078	\$ 8,842,745
Net Cash Flow	962,358	2,145,958	(4,526,130)	942,982	1,901,253	2,640,710	2,122,876	2,351,880	2,017,370	2,476,335	3,469,401
Less: Cash-Funded Capital Projects	-	-	(767,350)	(153,831)	(158,445)	-	-	-	-	-	-
Subtotal	\$ 8,106,971	\$ 9,592,929	\$ 3,854,449	\$ 4,643,601	\$ 6,386,408	\$ 9,027,118	\$ 9,677,528	\$ 10,208,536	\$ 10,188,965	\$ 10,976,413	\$ 12,312,146
Less: Restricted Funds	(6,302,789)	(6,426,755)	(3,854,449)	(4,643,601)	(6,386,408)	(7,554,653)	(7,856,656)	(8,171,595)	(8,500,078)	(8,842,745)	(9,200,267)
Total Amount Available For Projects	\$ 1,804,182	\$ 3,166,173	\$ -	\$ -	\$ -	\$ 1,472,466	\$ 1,820,873	\$ 2,036,941	\$ 1,688,886	\$ 2,133,669	\$ 3,111,879
Amount Paid For Projects	(660,000)	(445,000)	-	-	-	(1,472,466)	(1,820,873)	(2,036,941)	(1,688,886)	(2,133,669)	(3,111,879)
Subtotal	\$ 1,144,182	\$ 2,721,173	\$ -	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)
Add Back: Restricted Funds	6,302,789	6,426,755	3,854,449	4,643,601	6,386,408	7,554,653	7,856,656	8,171,595	8,500,078	8,842,745	9,200,267
Plus: Interest Earnings	72,958	82,974	65,012	42,490	55,150	69,705	77,057	80,141	83,358	86,714	90,215
Less: Interest Allocated To Cash Flow	(72,958)	(82,974)	(65,012)	(42,490)	(55,150)	(69,705)	(77,057)	(80,141)	(83,358)	(86,714)	(90,215)
Balance At End Of Fiscal Year	\$ 7,446,971	\$ 9,147,929	\$ 3,854,449	\$ 4,643,601	\$ 6,386,408	\$ 7,554,653	\$ 7,856,656	\$ 8,171,595	\$ 8,500,078	\$ 8,842,745	\$ 9,200,267

Senior Lien Borrowing Projections**Schedule 11**

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Term (Years)	20	20	20	20	20	20	20	20	20	20
Interest Rate	4.50%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Sources of Funds										
Par Amount	\$ -	\$ 19,973,446	\$ -	\$ 8,382,376	\$ -	\$ 31,590,471	\$ -	\$ 33,790,044	\$ -	\$ 27,123,417
Uses of Funds										
Proceeds	\$ -	\$ 19,573,978	\$ -	\$ 8,214,729	\$ -	\$ 30,958,662	\$ -	\$ 33,114,243	\$ -	\$ 26,580,949
Cost of Issuance	-	399,469	-	167,648	-	631,809	-	675,801	-	542,468
Debt Service Reserve	2.00% of Par									
	0 Year(s) of Debt Service	-	-	-	-	-	-	-	-	-
Total Uses	\$ -	\$ 19,973,446	\$ -	\$ 8,382,376	\$ -	\$ 31,590,471	\$ -	\$ 33,790,044	\$ -	\$ 27,123,417
1 Year Interest	-	998,672	-	419,119	-	1,579,524	-	1,689,502	-	1,356,171
Annual Debt Service	\$ -	\$ 1,602,721	\$ -	\$ 672,624	\$ -	\$ 2,534,901	\$ -	\$ 2,711,401	\$ -	\$ 2,176,453
Total Debt Service	-	32,054,420	-	13,452,471	-	50,698,022	-	54,228,011	-	43,529,063
Cumulative New Annual Senior Lien Debt Service¹	\$ -	\$ 998,672	\$ 1,602,721	\$ 2,021,840	\$ 2,275,345	\$ 3,854,868	\$ 4,810,246	\$ 6,499,748	\$ 7,521,646	\$ 8,877,817

¹Reflects interest-only payment due in year of issuance.

APPENDIX B: PROPOSED FY 2024 RATES

Schedule 1 FY 2024 Water Rates

Schedule 2 FY 2024 Wastewater Rates

Schedule 3 Single-Family Residential Customer Bill Impacts

Monthly Charges by Meter Size**Base Facility/Readiness-to-Serve Charge (Monthly Minimum)**

Meter Size	Non-Residential	Irrigation Meter
1" or Smaller	\$ 16.37	\$ 8.18
1 1/2"	\$ 81.81	\$ 40.91
2"	\$ 130.87	\$ 65.43
3"	\$ 261.79	\$ 130.90
4"	\$ 409.17	\$ 204.51
6"	\$ 818.34	\$ 409.17
8"	\$ 1,309.34	\$ 654.67
10"	\$ 1,882.18	\$ 941.09
12"	\$ 3,518.86	\$ 1,759.43

Individually Metered Residential

Per Dwelling Unit \$ 16.37

Master Metered Residential

Per Dwelling Unit \$ 14.40

Usage Charges**Individually Metered Residential**

Per Dwelling Unit

Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
0 - 4,000	4,001 - 8,000	8,001 - 12,000	12,001 - 20,000	Above 20,000

Master Metered Residential

Per Dwelling Unit

Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
0 - 3,000	3,001 - 6,000	6,001 - 10,000	10,001 - 16,000	Above 16,000

Rate per 1,000 Gallons	\$ 2.05	\$ 3.15	\$ 4.73	\$ 7.08	\$ 10.63
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Non-Residential

All Meter Sizes

Tier 1
All Use

Rate per 1,000 Gallons \$ 3.38

Irrigation Meters

All Meter Sizes

Tier 1	Tier 2
0 - 8,000	Above 8,000

Rate per 1,000 Gallons	\$ 7.08	\$ 10.63
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Monthly Charges by Meter Size**Base Facility/Readiness-to-Serve Charge (Monthly Minimum)**

Meter Size	Non-Residential
1" or Smaller	\$ 25.30
1 1/2"	\$ 126.50
2"	\$ 202.39
3"	\$ 404.80
4"	\$ 632.53
6"	\$ 1,265.00
8"	\$ 2,023.83
10"	\$ 2,909.26
12"	\$ 5,439.04

Individually Metered Residential

Per Dwelling Unit	\$ 25.30
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Master Metered Residential

Per Dwelling Unit	\$ 22.26
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Usage Charges**Individually Metered Residential**

Per Dwelling Unit	Tier 1 All Volume
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Master Metered Residential

Per Dwelling Unit	Tier 1 All Volume
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Non-Residential

All Meter Sizes	Tier 1 All Volume
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Rate per 1,000 Gallons	\$ 4.82
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Single-Family Residential Customer Bill Impacts

Schedule 3

Monthly Usage (Gals)	% of Bills Ending	Cumulative % Bills	Current (FY 2023)	Proposed (FY 2024)	\$ Change	% Change
0	2.7%	2.7%	\$ 39.63	\$ 41.67	\$ 2.04	5.1%
1,000	4.4%	7.0%	46.20	48.54	2.34	5.1%
2,000	8.5%	15.5%	52.77	55.41	2.64	5.0%
3,000	12.5%	28.0%	59.34	62.28	2.94	5.0%
4,000	14.3%	42.3%	65.91	69.15	3.24	4.9%
5,000	13.2%	55.5%	73.49	77.12	3.63	4.9%
6,000	11.0%	66.5%	81.07	85.09	4.02	5.0%
7,000	8.3%	74.7%	88.65	93.06	4.41	5.0%
8,000	6.3%	81.1%	96.23	101.03	4.80	5.0%
9,000	4.5%	85.5%	105.25	110.58	5.33	5.1%
10,000	3.3%	88.8%	114.27	120.13	5.86	5.1%
11,000	2.4%	91.2%	123.29	129.68	6.39	5.2%
12,000	1.8%	93.0%	132.31	139.23	6.92	5.2%
13,000	1.3%	94.3%	143.48	151.13	7.65	5.3%
14,000	1.0%	95.3%	154.65	163.03	8.38	5.4%
15,000	0.8%	96.1%	165.82	174.93	9.11	5.5%
16,000	0.6%	96.7%	176.99	186.83	9.84	5.6%
17,000	0.5%	97.2%	188.16	198.73	10.57	5.6%
18,000	0.4%	97.7%	199.33	210.63	11.30	5.7%
19,000	0.4%	98.0%	210.50	222.53	12.03	5.7%
20,000	0.3%	98.3%	221.67	234.43	12.76	5.8%
21,000	0.3%	98.6%	236.08	249.88	13.80	5.8%
22,000	0.2%	98.8%	250.49	265.33	14.84	5.9%
23,000	0.2%	98.9%	264.90	280.78	15.88	6.0%
24,000	0.1%	99.0%	279.31	296.23	16.92	6.1%
25,000	0.1%	99.2%	293.72	311.68	17.96	6.1%
30,000	0.1%	99.5%	365.77	388.93	23.16	6.3%

APPENDIX C: MISCELLANEOUS SERVICE CHARGES

Schedule 1 Schedule of Existing Miscellaneous Service Charges

Existing Miscellaneous Service Charges**Schedule 1**

Line	Miscellaneous Service Charge	Current Charge
1	Service Initiation Charge	\$ 20.00
2	Repairs to Service Lines	At Cost
3	Connection Charge (1" Inside City)	\$ 350.00
4	Connection Charge (1.5" Inside City)	\$ 450.00
5	Connection Charge (2" Inside City)	\$ 625.00
6	Connection Charge (3" and Over (Inside City))	Cost + 20%
7	Connection Charge (1" Outside City)	\$ 375.00
8	Connection Charge (1.5" Outside City)	\$ 500.00
9	Connection Charge (2" Outside City)	\$ 700.00
10	Connection Charge (3" and Over (Outside City))	Inside City Cost + 20%
11	Temporary Fire Hydrant Meter Deposit	\$ 350.00
12	Meter Reading Verification	\$ 20.00
13	Meter Verification	\$ 20.00
14	Meter Testing	\$ 50.00
15	Monthly Water Standby Charge - Low Density (per lot)	\$ 6.71
16	Monthly Water Standby Charge - Mod./Med./High Density (per acre)	\$ 14.60
17	Monthly Water Standby Charge - Commercial (per acre)	\$ 9.82
18	Monthly Water Standby Charge - Industrial (per acre)	\$ 5.68
19	Past Due Notice (Door Hanger)	\$ 20.00
20	Locked Meter	\$ 30.00
21	Lock Replacement Charge (per occurrence)	\$ 30.00
22	Meter Removal (for non-payment)	\$ 100.00
23	Broken Water Valve - 1" Meter	\$ 100.00
24	Broken Water Valve - >1" Meter	\$ 200.00
25	Damage to Fire Hydrant, Valves or Connections	At Cost
26	Tampering with Water System	\$ 500.00
27	Violation of Ordinance - First Violation	\$ 25.00
28	Violation of Ordinance - Second and Subsequent Violations	\$ 500.00
On-Site Water or Sewer System Engineering Fees		
29	Administration Fee Engineering	\$ 20.46
30	Driveway Permit	\$ 133.79
31	Engineering: All of Improvements Not Specified	\$ 83.88
32	Each 100 LF of Off Pavement Excavation	\$ 80.70
33	Installation or Connection of Sewer Commercial	\$ 64.74
34	Installation or Connection of Sewer Industrial	\$ 133.79
35	Installation or Connection of Sewer Residential	\$ 40.34
36	Land Clearing or Excavation	\$ 202.82
37	Land Filling	\$ 185.83
38	Lane Cut for Pavement Excavation	\$ 208.13
39	NPEDS	\$ 5,733.00
40	Plan Review Expedited	\$ 185.83
41	Plan Review Revision	\$ 185.83
42	Reinspection Fee	\$ 123.18
43	Miscellaneous	\$ 75.48
44	Reinspection Fee (All Disciplines)	\$ 75.48

APPENDIX D: IMPACT FEES ANALYSIS

- Schedule 1 RCNLD of Fixed Assets
- Schedule 2 Water Treatment Costs
- Schedule 3 Wastewater Treatment Investment Analysis
- Schedule 4 Water System Impact Fee Calculation
- Schedule 5 Wastewater System Impact Fee Calculation

Fixed Assets

Schedule 1

Asset Description	Water		Sewer		Net Book Value	ENR Escalation Factor	RCNLD	Contributed/Excluded Assets	Net Assets Included
	Supply/ Treatment Allocation	Transmission Allocation	Collection Allocation	Treatment Allocation					
LAND -W PLANT SITE 66662	100%				\$ 30,214	1.75	\$ 52,778	\$ -	\$ 52,778
LAND -W PLANT SITE 66663	100%				\$ 17,531	1.75	\$ 30,623	\$ -	\$ 30,623
LAND -WEST SIDE PLANT SITE 66664			100%		\$ 14,747	1.75	\$ 25,759	\$ -	\$ 25,759
LAND -WEST SIDE EXT'N 1972 66665	100%				\$ 22,548	1.75	\$ 39,387	\$ -	\$ 39,387
LAND -LIFT STATION 17-B 66669			100%		\$ 2,100	1.75	\$ 3,668	\$ -	\$ 3,668
LAND -EAST SIDE PLANT SITE 66666	100%				\$ 5,350	1.75	\$ 9,345	\$ -	\$ 9,345
LAND -LIFT STATION 16-A 66667	100%				\$ 280	1.75	\$ 489	\$ -	\$ 489
LAND -LIFT STATION 17-D 66668			100%		\$ 1,500	1.75	\$ 2,620	\$ -	\$ 2,620
LAND -LIFT STATION 17-A 66670			100%		\$ 4,400	1.75	\$ 7,686	\$ -	\$ 7,686
LAND -LIFT STATION 66671			100%		\$ 16,806	1.75	\$ 29,357	\$ -	\$ 29,357
LAND -WATER TOWER SITE WEST 66674	100%				\$ 4,600	1.68	\$ 7,719	\$ -	\$ 7,719
LAND -WATER STORAGE SITE 66672	100%				\$ 75,970	1.68	\$ 127,480	\$ -	\$ 127,480
SLE -VARIOUS CONTRIBUTIONS 50035					\$ 6,083	1.75	\$ 10,626	\$ 10,626	\$ -
SLE -VARIOUS CONTRIBUTIONS 50036					\$ 52,213	1.75	\$ 91,207	\$ 91,207	\$ -
SLE -99 AVE SANITARY SEWER 50037			100%		\$ 17,151	1.75	\$ 29,959	\$ -	\$ 29,959
SLE -VARIOUS CONTRIBUTIONS 50038					\$ 37,328	1.75	\$ 65,205	\$ 65,205	\$ -
SLE -CONTRIBUTIONS 50039					\$ 43,758	1.75	\$ 76,437	\$ 76,437	\$ -
SLE -CONTRIBUTIONS 50040					\$ 60,611	1.75	\$ 105,876	\$ 105,876	\$ -
WDS -CONTRIBUTIONS 50082					\$ 73,507	1.75	\$ 128,403	\$ 128,403	\$ -
WDS -1985 RENEW & REPLACE 50083		100%			\$ 82,417	1.75	\$ 143,967	\$ -	\$ 143,967
WDS -1985 CONSTR. FUND-CIP 50084		100%			\$ 10,126	1.75	\$ 17,688	\$ -	\$ 17,688
WDS -1985 RENEW & REPLACE FUN 50085		100%			\$ 4,382	1.75	\$ 7,655	\$ -	\$ 7,655
WDS -CONTRIBUTIONS 50086					\$ 6,207	1.75	\$ 10,843	\$ 10,843	\$ -
SCS -DEVELOPER CONTRIBUTIONS 50060					\$ 55,816	1.75	\$ 97,500	\$ 97,500	\$ -
SCS -1985 CONTRIBUTIONS 50061					\$ 13,424	1.75	\$ 23,448	\$ 23,448	\$ -
WDS -CONTRIBUTIONS 50087					\$ 105,291	1.75	\$ 183,923	\$ 183,923	\$ -
WDS -1985 CONSTR. FUND-CIP 50088		100%			\$ 3,199	1.75	\$ 5,588	\$ -	\$ 5,588
SLE -WAGS/WALGREENS F/M 50034		100%			\$ 2,974	1.75	\$ 5,194	\$ -	\$ 5,194
SCS -DEVELOPER CONTRIBUTION 50041					\$ 9,305	1.75	\$ 16,254	\$ 16,254	\$ -
WDS -CONTRIBUTIONS 50089					\$ 19,096	1.75	\$ 33,358	\$ 33,358	\$ -
WASTEWATER LINES-SLIP LI 4533			100%		\$ 24,296	3.20	\$ 77,721	\$ -	\$ 77,721
WPL -WELL REHAB BY MERIDITH CO 4514	100%				\$ 9,924	3.40	\$ 33,745	\$ -	\$ 33,745
WSEQD-WATER STOR. TANK & REPUM 4515		100%			\$ 89,612	3.40	\$ 304,723	\$ -	\$ 304,723
WSEQD-WATERLINE REPLACEMENT BY 4517		100%			\$ 4,792	3.40	\$ 16,297	\$ -	\$ 16,297
WDS -STORAGE TANK AND REPUMP 5105		100%			\$ 2,030	3.14	\$ 6,369	\$ -	\$ 6,369
WPL -PLANT IMPROVEMENT 5106	100%				\$ 6,324	3.14	\$ 19,840	\$ -	\$ 19,840
WPEQ -(1994) 5107		100%			\$ 1,224	3.14	\$ 3,841	\$ -	\$ 3,841
WSEQD-(1995) 11277		100%			\$ 2,883	2.88	\$ 8,298	\$ -	\$ 8,298
WPL -CAPITALIZED INTEREST-199 67241	100%				\$ 3,379	1.68	\$ 5,670	\$ -	\$ 5,670
WPL -WELL REHAB BY MERIDITH CO 67242	100%				\$ 4,810	1.68	\$ 8,071	\$ -	\$ 8,071
WPL -WELL REHAB BY MERIDITH CO 67243	100%				\$ 6,595	1.68	\$ 11,067	\$ -	\$ 11,067
WPL -WELL REHAB BY MERIDITH CO 67244	100%				\$ 16,312	1.68	\$ 27,373	\$ -	\$ 27,373
WPL -WELL REHAB BY MERIDITH CO 67245	100%				\$ 12,554	1.68	\$ 21,067	\$ -	\$ 21,067
WPL -WELL REHAB BY MERIDITH CO 67246	100%				\$ 3,167	1.68	\$ 5,315	\$ -	\$ 5,315
WPL -WELL REHAB DESIGN BY CDM 67247	100%				\$ 3,829	1.68	\$ 6,425	\$ -	\$ 6,425
WPL -WELL REHAB DESIGN BY CDM 67248	100%				\$ 866	1.68	\$ 1,453	\$ -	\$ 1,453
WPL -WELL REHAB DESIGN BY CDM 67249	100%				\$ 1,076	1.68	\$ 1,806	\$ -	\$ 1,806
WPL -WELL REHAB DESIGN BY CDM 67250	100%				\$ 782	1.68	\$ 1,312	\$ -	\$ 1,312
WPL -WELL REHAB DESIGN BY CDM 67251	100%				\$ 1,356	1.68	\$ 2,276	\$ -	\$ 2,276
WPL -VARIOUS IMPROVEMENTS 67252	100%				\$ 826	1.68	\$ 1,386	\$ -	\$ 1,386
WPL -CAPITALIZED INTEREST-199 67253		100%			\$ 3,228	1.68	\$ 5,417	\$ -	\$ 5,417
WSEQD-(1994) 67254	100%				\$ 13,022	1.68	\$ 21,851	\$ -	\$ 21,851
WSEQD-WATER STOR. TANK & REPUM 67255		100%			\$ 4,726	1.68	\$ 7,931	\$ -	\$ 7,931
WSEQD-WATER STOR. TANK & REPUM 67256		100%			\$ 14,976	1.68	\$ 25,129	\$ -	\$ 25,129
WSEQD-WATER STOR. TANK & REPUM 67257		100%			\$ 9,404	1.68	\$ 15,780	\$ -	\$ 15,780
WSEQD-WATER STOR. TANK & REPUM 67258		100%			\$ 4,754	1.68	\$ 7,977	\$ -	\$ 7,977
WSEQD-WATER STOR. TANK & REPUM 67259		100%			\$ 938	1.68	\$ 1,574	\$ -	\$ 1,574

Fixed Assets

Schedule 1

Asset Description	Water		Sewer		Net Book Value	ENR Escalation Factor	RCNLD	Contributed/Excluded Assets	Net Assets Included
	Supply/ Treatment Allocation	Transmission Allocation	Collection Allocation	Treatment Allocation					
WSEQD-WATER STOR. TANK & REPUM 67260		100%			\$ 1,639	1.68	\$ 2,751	\$ -	\$ 2,751
WSEQD-WATER STOR. TANK & REPUM 67261		100%			\$ 5,496	1.68	\$ 9,222	\$ -	\$ 9,222
WSEQD-WATER STOR. TANK DESIGN 67262		100%			\$ 7,248	1.68	\$ 12,162	\$ -	\$ 12,162
WSEQD-WATER STOR. TANK DESIGN 67263		100%			\$ 683	1.68	\$ 1,147	\$ -	\$ 1,147
WSEQD-WATER STOR. TANK DESIGN 67264		100%			\$ 635	1.68	\$ 1,066	\$ -	\$ 1,066
WSEQD-WATER STOR. TANK DESIGN 67265		100%			\$ 398	1.68	\$ 668	\$ -	\$ 668
WSEQD-WATER STOR. TANK DESIGN 67266		100%			\$ 212	1.68	\$ 355	\$ -	\$ 355
WSEQD-WATER STOR. TANK DESIGN 67267		100%			\$ 59	1.68	\$ 99	\$ -	\$ 99
WSEQD-WATER STOR. TANK DESIGN 67268		100%			\$ 726	1.68	\$ 1,218	\$ -	\$ 1,218
WSEQD-WATER STOR. TANK DESIGN 67269		100%			\$ 191	1.68	\$ 320	\$ -	\$ 320
WSEQD-WATER STOR. TANK DESIGN 67270		100%			\$ 532	1.68	\$ 892	\$ -	\$ 892
WSEQD-WATER STOR. TANK DESIGN 67271		100%			\$ 57	1.68	\$ 95	\$ -	\$ 95
WSEQD-WATER STOR. TANK DESIGN 67272		100%			\$ 2,861	1.68	\$ 4,801	\$ -	\$ 4,801
WSEQD-(1995) 67273		100%			\$ 6,739	1.68	\$ 11,308	\$ -	\$ 11,308
WSEQD-MISC IMPROVEMENTS (1994) 67274		100%			\$ 1,131	1.68	\$ 1,898	\$ -	\$ 1,898
WSEQD-(1994) 67278		100%			\$ 3,155	1.68	\$ 5,294	\$ -	\$ 5,294
WSEQD-WATERLINE REPLACEMENT BY 67279		100%			\$ 15,047	1.68	\$ 25,249	\$ -	\$ 25,249
WSEQD-WATERLINE REPLACEMENT BY 67280		100%			\$ 15,555	1.68	\$ 26,102	\$ -	\$ 26,102
WSEQD-WATERLINE REPLACEMENT BY 67281		100%			\$ 11,572	1.68	\$ 19,418	\$ -	\$ 19,418
WSEQD-WATERLINE REPLACEMENT BY 67282		100%			\$ 5,470	1.68	\$ 9,179	\$ -	\$ 9,179
WSEQD-WATERLINE REPLACEMENT BY 67283		100%			\$ 9,390	1.68	\$ 15,757	\$ -	\$ 15,757
WSEQD-WATERLINE REPLACEMENT BY 67284		100%			\$ 794	1.68	\$ 1,332	\$ -	\$ 1,332
WSEQD-WATERLINE REPLACEMENT BY 67285		100%			\$ 5,999	1.68	\$ 10,067	\$ -	\$ 10,067
WSEQD-WATERLINE REPLACEMENT BY 67287		100%			\$ 5,398	1.63	\$ 8,813	\$ -	\$ 8,813
WSEQD-MISC IMPROVEMENTS 67288		100%			\$ 470	1.63	\$ 767	\$ -	\$ 767
WSEQD-TURTLE RUN N-1 5551					\$ 13,287	3.14	\$ 41,683	\$ 41,683	\$ -
WSEQD-TURTLE RUN J-1 5552					\$ 14,191	3.14	\$ 44,520	\$ 44,520	\$ -
WSEQD-SAMPLE RD ESTATES-D 5553					\$ 5,515	3.10	\$ 17,099	\$ 17,099	\$ -
WSEQD-CONTRIBUTION SAMPLE RD E 5554					\$ 5,740	3.10	\$ 17,797	\$ 17,797	\$ -
SLE -EQ - TURTLE RUN N-1 5555					\$ 43,766	3.10	\$ 135,698	\$ 135,698	\$ -
SLE -CONTRIBUTION TURTLE RUN 5556					\$ 33,986	3.10	\$ 105,375	\$ 105,375	\$ -
SLE -EQ - SAMPLE RD ESTATES-D 5557					\$ 12,653	3.10	\$ 39,232	\$ 39,232	\$ -
SLE -EQ - SAMPLE RD ESTATES 5558					\$ 13,170	3.10	\$ 40,833	\$ 40,833	\$ -
WSEQS-CORAL CREEK P-2 5559					\$ 21,547	3.03	\$ 65,252	\$ 65,252	\$ -
WSEQD-(1995) 67275		100%			\$ 187	1.68	\$ 315	\$ -	\$ 315
WSEQD-(1995) 67286		100%			\$ 115	1.63	\$ 187	\$ -	\$ 187
WPEQ -(1994) 67344		100%			\$ 2,340	1.63	\$ 3,821	\$ -	\$ 3,821
WPEQ -(1995) 67345		100%			\$ 32,912	1.63	\$ 53,732	\$ -	\$ 53,732
SCS -SEWER SYSTEM REHAB 70946			100%		\$ 30,321	1.57	\$ 47,460	\$ -	\$ 47,460
WPL -WELL REHAB DESIGN BY CDM 4513	100%				\$ 12,385	3.68	\$ 45,571	\$ -	\$ 45,571
WPL -DESIGN SVCS WATER TREATM 4757	100%				\$ 14,110	3.20	\$ 45,136	\$ -	\$ 45,136
SCS -EQ - MADSEN/BARR CORP 5993					\$ 66,563	3.03	\$ 201,579	\$ 201,579	\$ -
SCS -EQ - 1997 6771					\$ 1,006	2.95	\$ 2,969	\$ 2,969	\$ -
SLE -EQ - 6772					\$ 12,741	2.95	\$ 37,614	\$ 37,614	\$ -
WSEQD- 6773					\$ 6,461	2.95	\$ 19,073	\$ 19,073	\$ -
WSEQS-W/W IMPROVEMENTS R&R (MA 6775	100%				\$ 72,657	2.95	\$ 214,489	\$ -	\$ 214,489
WPL -CAPITALIZED INTEREST-199 67237	100%				\$ 1,323	1.68	\$ 2,220	\$ -	\$ 2,220
WPL -CONSTRUCTION ADDITION-19 67238	100%				\$ 4,595	1.68	\$ 7,711	\$ -	\$ 7,711
WPL -CAPITALIZED INTEREST-199 67239	100%				\$ 3,609	1.68	\$ 6,055	\$ -	\$ 6,055
WPL -CAPITALIZED INTEREST-199 67240	100%				\$ 2,323	1.68	\$ 3,899	\$ -	\$ 3,899
WPL -ADDITION 1995 67300	100%				\$ 4,015	1.63	\$ 6,555	\$ -	\$ 6,555
WPL -CAPITALIZED INTEREST-199 67301	100%				\$ 1,406	1.63	\$ 2,295	\$ -	\$ 2,295
WPL -CAPITALIZED INTEREST-199 67302	100%				\$ 3,962	1.63	\$ 6,468	\$ -	\$ 6,468
WPL -CAPITALIZED INTEREST-199 67303	100%				\$ 367,496	1.63	\$ 599,970	\$ -	\$ 599,970
WPEQ - 5541		100%			\$ 465,385	3.14	\$ 1,460,008	\$ -	\$ 1,460,008
SCS -EQ - SLIP LINING 7586		100%			\$ 114,362	2.95	\$ 337,605	\$ -	\$ 337,605
WSEQD- 7587					\$ 61,621	2.95	\$ 181,911	\$ 181,911	\$ -

Fixed Assets

Schedule 1

Asset Description	Water		Sewer		Net Book Value	ENR Escalation Factor	RCNLD	Contributed/Excluded Assets	Net Assets Included
	Supply/ Treatment Allocation	Transmission Allocation	Collection Allocation	Treatment Allocation					
SLE -EQ - 7588					\$ 60,898	2.95	\$ 179,776	\$ 179,776	\$ -
WSEQD-(1998) 67276		100%			\$ 48,178	1.68	\$ 80,844	\$ -	\$ 80,844
WSEQD-(1998) 67277		100%			\$ 663	1.68	\$ 1,113	\$ -	\$ 1,113
WPEQ -(1998) 67420			100%		\$ 646,750	1.63	\$ 1,055,877	\$ -	\$ 1,055,877
WPEQ - 67421	100%				\$ 8,661	1.63	\$ 14,139	\$ -	\$ 14,139
WPL -1985 R&R TREATMENT UNIT 5992	100%				\$ 27,252	3.03	\$ 82,528	\$ -	\$ 82,528
SCS -SEWER COLLECTION 1999 8174			100%		\$ 29,381	2.95	\$ 86,734	\$ -	\$ 86,734
WDS -1999 8175		100%			\$ 736,245	2.95	\$ 2,173,448	\$ -	\$ 2,173,448
SLE -SEWER LINE 1999 8176			100%		\$ 89,421	2.95	\$ 263,978	\$ -	\$ 263,978
WPL -ADDITION 1999 67304	100%				\$ 40,193	1.63	\$ 65,619	\$ -	\$ 65,619
WPL -1999 CONSTRUCTION DISTRI 67473	100%				\$ 19,591	1.63	\$ 31,984	\$ -	\$ 31,984
WPL -1999 CONSTRUCTION DISTRI 67474	100%				\$ 342,561	1.63	\$ 559,262	\$ -	\$ 559,262
SCS -SEWER COLLECTION 1999 67764			100%		\$ 5,440	1.63	\$ 8,882	\$ -	\$ 8,882
SCS -SEWER COLLECTION 1999 67765			100%		\$ 79,574	1.63	\$ 129,912	\$ -	\$ 129,912
WDS -1999 67771		100%			\$ 32,873	1.63	\$ 53,669	\$ -	\$ 53,669
WDS -1999 67772		100%			\$ 32,207	1.63	\$ 52,580	\$ -	\$ 52,580
SLE -SEWER LINE EXTENSION 199 67774			100%		\$ 15,286	1.63	\$ 24,956	\$ -	\$ 24,956
SCS -SEWER COLLECTION 2000 67766			100%		\$ 91,623	1.63	\$ 149,584	\$ -	\$ 149,584
SCS -SEWER COLLECTION 2000 67767			100%		\$ 28,210	1.63	\$ 46,056	\$ -	\$ 46,056
WDS -2000 67773		100%			\$ 59,933	1.63	\$ 97,847	\$ -	\$ 97,847
SLE -SEWER LINE 2000 67775			100%		\$ 7,524	1.57	\$ 11,776	\$ -	\$ 11,776
SLE -SEWER LINE EXT 2001 10053			100%		\$ 68,175	2.88	\$ 196,226	\$ -	\$ 196,226
WDS -2001 10054		100%			\$ 80,966	2.88	\$ 233,041	\$ -	\$ 233,041
WPL -2001 CONSTRUCTION DISTRI 67475	100%				\$ 6,598	1.63	\$ 10,772	\$ -	\$ 10,772
WPL -2001 CONSTRUCTION DISTRI 67476	100%				\$ 36,571	1.63	\$ 59,706	\$ -	\$ 59,706
WPL -2001 CONSTRUCTION DISTRI 67477	100%				\$ 675	1.63	\$ 1,102	\$ -	\$ 1,102
SCS -SEWER COLLECTION 2001 67768			100%		\$ 306	1.63	\$ 500	\$ -	\$ 500
SCS -SEWER COLLECTION 2001 67769			100%		\$ 103,610	1.63	\$ 169,153	\$ -	\$ 169,153
SCS -SEWER COLLECTION 2001 67770			100%		\$ 101,514	1.63	\$ 165,731	\$ -	\$ 165,731
LSSCS-CORAL CREEK #5 11119			100%		\$ 44,752	2.88	\$ 128,807	\$ -	\$ 128,807
SLE -CORAL CREEK REPLAT #5 SE 11120			100%		\$ 152,853	2.88	\$ 439,950	\$ -	\$ 439,950
SLE -RMS TO GO SEWER LINE 200 11121			100%		\$ 15,004	2.88	\$ 43,185	\$ -	\$ 43,185
SLE -WALMART TURTLE RUN SEWER 11122			100%		\$ 19,312	2.88	\$ 55,584	\$ -	\$ 55,584
WDS -CORAL CK #5 WATER DIST 2 11123		100%			\$ 179,099	2.88	\$ 515,492	\$ -	\$ 515,492
WDS -TEMPLE UNIV DRIVE 11124		100%			\$ 3,770	2.88	\$ 10,850	\$ -	\$ 10,850
WDS -RMS TO GO WATER DIST 200 11125		100%			\$ 20,559	2.88	\$ 59,175	\$ -	\$ 59,175
WDS -WALMART TURTLE RUN 11126		100%			\$ 50,879	2.88	\$ 146,444	\$ -	\$ 146,444
WPL -2002 67341	100%				\$ 379,850	1.63	\$ 620,139	\$ -	\$ 620,139
SLE -SEWER LINE EXT 2002 67776			100%		\$ 263,925	1.57	\$ 413,101	\$ -	\$ 413,101
WDS -2002 68113		100%			\$ 6,374	1.57	\$ 9,977	\$ -	\$ 9,977
SLE -FUND 403 DISTRIBUTION 20 12402		100%			\$ 105,754	2.88	\$ 304,386	\$ -	\$ 304,386
SCS -FUND 403 DISTRIBUTION 20 12403		100%			\$ 11,271	2.88	\$ 32,442	\$ -	\$ 32,442
WPL -WATER PLANT 2003 12404	100%				\$ 14,530	2.88	\$ 41,821	\$ -	\$ 41,821
WPL -WATER PLANT 2003 12405		100%			\$ 30,393	2.88	\$ 87,478	\$ -	\$ 87,478
WPL -WATER PLANT 2003 12406		100%			\$ 13,301	2.88	\$ 38,285	\$ -	\$ 38,285
WPL -WATER PLANT 2003 12407		100%			\$ 31,397	2.88	\$ 90,369	\$ -	\$ 90,369
WDS -2003 12408		100%			\$ 99,582	2.88	\$ 286,624	\$ -	\$ 286,624
WPL -2003 WATER PLANT 12409	100%				\$ 398,039	2.88	\$ 1,145,659	\$ -	\$ 1,145,659
WDS -WATER MAIN AT 120TH AVEN 12939		100%			\$ 24,595	2.88	\$ 70,791	\$ -	\$ 70,791
UPL -(2003) 66686		100%			\$ 53,693	1.68	\$ 90,099	\$ -	\$ 90,099
UPL -(2003) 66687		100%			\$ 9,432	1.68	\$ 15,827	\$ -	\$ 15,827
WPL -2003 67342	100%				\$ 4,305	1.63	\$ 7,028	\$ -	\$ 7,028
WPL -2003 CONSTRUCTION DISTRI 67478	100%				\$ 819	1.63	\$ 1,337	\$ -	\$ 1,337
WDS -2003 68114		100%			\$ 114,139	1.57	\$ 178,652	\$ -	\$ 178,652
SCS -SEWER COLLECTION 2004 IM 13318			100%		\$ 152,768	2.88	\$ 439,707	\$ -	\$ 439,707
WPL -PLANT 2004 13319	100%				\$ 21,926	2.88	\$ 63,109	\$ -	\$ 63,109
WDS -2004 68115		100%			\$ 6,912	1.57	\$ 10,818	\$ -	\$ 10,818

Fixed Assets

Schedule 1

Asset Description	Water		Sewer		Net Book Value	ENR Escalation Factor	RCNLD	Contributed/Excluded Assets	Net Assets Included
	Supply/ Treatment Allocation	Transmission Allocation	Collection Allocation	Treatment Allocation					
WDS -WELL #15 - ELEC SWITCH G 14037		100%			\$ 3,165	2.88	\$ 9,110	\$ -	\$ 9,110
WPL -FUND 403 R&R 2002 14090	100%				\$ 38,305	2.82	\$ 107,958	\$ -	\$ 107,958
WPL -DISINFECTION SYSTEM IMP 14091	100%				\$ 28,115	2.82	\$ 79,239	\$ -	\$ 79,239
WDS -WELL REPLACE 2,3,4 14092		100%			\$ 9,526	2.82	\$ 26,848	\$ -	\$ 26,848
WDS -WELL MAINTENANCE #034306 14095	100%				\$ 17,064	2.75	\$ 46,906	\$ -	\$ 46,906
WDS -WATER MAIN @ 42ND STREET 14097		100%			\$ 19,992	2.75	\$ 54,953	\$ -	\$ 54,953
LSSCS-JJJ HIGH SCHOOL 14098			100%		\$ 6,352	2.75	\$ 17,460	\$ -	\$ 17,460
LSSCS-JJJ HIGH SCHOOL 14099			100%		\$ 73,940	2.75	\$ 203,242	\$ -	\$ 203,242
LSBLD-17-E 14416			100%		\$ 12,298	2.75	\$ 33,804	\$ -	\$ 33,804
LSBLD-17-E 14417			100%		\$ 39,584	2.75	\$ 108,807	\$ -	\$ 108,807
LSINF-14-C ELECTRICAL MODIFICA 14418			100%		\$ 1,874	2.75	\$ 5,151	\$ -	\$ 5,151
LSINF-14-G ELECTRICAL MODIFICA 14419			100%		\$ 1,582	2.75	\$ 4,347	\$ -	\$ 4,347
LSINF-16-C ELECTRICAL MODIFICA 14420			100%		\$ 1,582	2.75	\$ 4,347	\$ -	\$ 4,347
LSINF-12-B ELECTRICAL MODIFICA 14421			100%		\$ 1,582	2.75	\$ 4,347	\$ -	\$ 4,347
LSINF-11-A ELECTRICAL MODIFICA 14422			100%		\$ 1,582	2.75	\$ 4,347	\$ -	\$ 4,347
LSINF-20-A ELECTRICAL MODIFICA 14423			100%		\$ 1,582	2.75	\$ 4,347	\$ -	\$ 4,347
LSINF-17-D ELECTRICAL MODIFICA 14424			100%		\$ 1,582	2.69	\$ 4,254	\$ -	\$ 4,254
LSLND-11-B 14546			100%		\$ 590	2.41	\$ 1,419	\$ -	\$ 1,419
LSLND-11-C 14547			100%		\$ 100	2.41	\$ 241	\$ -	\$ 241
LSLND-12-A 14548			100%		\$ 90	2.41	\$ 216	\$ -	\$ 216
LSLND-12-B 14549			100%		\$ 90	2.41	\$ 216	\$ -	\$ 216
LSLND-12-C 14550			100%		\$ 100	2.41	\$ 241	\$ -	\$ 241
LSLND-12-D 14551			100%		\$ 100	2.41	\$ 241	\$ -	\$ 241
LSLND-12-E 14552			100%		\$ 100	2.41	\$ 241	\$ -	\$ 241
LSLND-13-A 14553			100%		\$ 100	2.41	\$ 241	\$ -	\$ 241
LSLND-13-B 14554			100%		\$ 100	2.41	\$ 241	\$ -	\$ 241
LSLND-13-D 14555			100%		\$ 100	2.41	\$ 241	\$ -	\$ 241
LSLND-15-B 14556			100%		\$ 100	2.41	\$ 241	\$ -	\$ 241
LSLND-18-B 14557			100%		\$ 250	2.41	\$ 601	\$ -	\$ 601
LAND -WASTEWATER DISPOSAL PUMP 14558			100%		\$ 10	2.41	\$ 24	\$ -	\$ 24
LSLND-19-C 14559			100%		\$ 100	2.41	\$ 241	\$ -	\$ 241
LSLND-21-A 14560			100%		\$ 100	2.41	\$ 241	\$ -	\$ 241
LSLND-21-C 14561			100%		\$ 100	2.41	\$ 241	\$ -	\$ 241
LAND -UTILITY DIVISION COMPLEX 66680					\$ 100	1.68	\$ 168	\$ 168	\$ -
LAND -UTILITY DIVISION COMPLEX 66681					\$ 100	1.68	\$ 168	\$ 168	\$ -
LAND -UTILITY DIVISION COMPLEX 66682					\$ 100	1.68	\$ 168	\$ 168	\$ -
GEN 5-WATER PLANT GENERATOR 14483	100%				\$ 6,269	2.61	\$ 16,357	\$ -	\$ 16,357
WATER PLANT - LIME SILOS 14484	100%				\$ 5,038	2.61	\$ 13,147	\$ -	\$ 13,147
FIRE HYDRANTS 14485					\$ 911	2.61	\$ 2,376	\$ 2,376	\$ -
LSUPL-17-E 14487			100%		\$ 30,209	2.41	\$ 72,662	\$ -	\$ 72,662
GEN 5-WATER PLANT GENERATOR 14491	100%				\$ 15,793	2.41	\$ 37,986	\$ -	\$ 37,986
LSWDS-IMP (2005) 14492			100%		\$ 54,712	2.41	\$ 131,599	\$ -	\$ 131,599
UPL -LIME SILOS (2005) 14495	100%				\$ 20,999	2.41	\$ 50,509	\$ -	\$ 50,509
GENERATOR 14496	100%				\$ 1,528	2.41	\$ 3,676	\$ -	\$ 3,676
SSREH-(2006) 14504			100%		\$ 6,695	2.41	\$ 16,102	\$ -	\$ 16,102
WELLI-(2006) 14505	100%				\$ 1,731	2.41	\$ 4,165	\$ -	\$ 4,165
LSLND-22-A 14562			100%		\$ 100	2.41	\$ 241	\$ -	\$ 241
STR -RINGS AND COVERS 15069		100%			\$ 1,257	2.41	\$ 3,023	\$ -	\$ 3,023
GEN 5-WATER PLANT GENERATOR 15070		100%			\$ 3,207	2.41	\$ 7,713	\$ -	\$ 7,713
FIRHY-(2006) 15095					\$ 7,435	2.41	\$ 17,884	\$ 17,884	\$ -
WPLS -LIME STORAGE FEEDERS - L 15132	100%				\$ 912	2.38	\$ 2,168	\$ -	\$ 2,168
WPLS -LIME SILOS 15161	100%				\$ 2,579	2.38	\$ 6,131	\$ -	\$ 6,131
FIRHY-(2006) 15168					\$ 481	2.38	\$ 1,143	\$ 1,143	\$ -
LSBLD-17-E 70370			100%		\$ 4,523	1.57	\$ 7,080	\$ -	\$ 7,080
LSBLD-17-E 70371			100%		\$ 6,036	1.57	\$ 9,447	\$ -	\$ 9,447
LSINF-14-C ELECTRICAL MODIFICA 70372			100%		\$ 503	1.57	\$ 788	\$ -	\$ 788
LSINF-14-G ELECTRICAL MODIFICA 70373			100%		\$ 503	1.57	\$ 788	\$ -	\$ 788

Fixed Assets

Schedule 1

Asset Description	Water		Sewer		Net Book Value	ENR Escalation Factor	RCNLD	Contributed/Excluded Assets	Net Assets Included
	Supply/ Treatment Allocation	Transmission Allocation	Collection Allocation	Treatment Allocation					
LSINF-16-C ELECTRIC MODIFICATI 70374			100%		\$ 503	1.57	\$ 788	\$ -	\$ 788
LSINF-12-B ELECTRICAL MODIFICA 70375			100%		\$ 503	1.57	\$ 788	\$ -	\$ 788
LSINF-11-A ELECTRICAL MODIFICA 70376			100%		\$ 503	1.57	\$ 788	\$ -	\$ 788
LSINF-20-A ELECTRIC MODIFICATI 70377			100%		\$ 503	1.57	\$ 788	\$ -	\$ 788
LSINF-17-D ELECTRIC MODIFICATI 70378			100%		\$ 503	1.57	\$ 788	\$ -	\$ 788
FIRHY-(2007) 15215					\$ 2,911	2.38	\$ 6,921	\$ 6,921	\$ -
WPLSW-LIME SILOS/FEEDERS 15751	100%				\$ 29,360	2.38	\$ 69,798	\$ -	\$ 69,798
GEN FOREST HILLS GENERATOR 15753			100%		\$ 17,401	2.38	\$ 41,369	\$ -	\$ 41,369
WDS -WELL REHAB (2007) 15755	100%				\$ 79,609	2.31	\$ 184,175	\$ -	\$ 184,175
SCS -ACCELERATORS 1 & 2 (2007 15756	100%				\$ 11,334	2.31	\$ 26,221	\$ -	\$ 26,221
GEN 5-WATER PLANT GENERATOR 15757	100%				\$ 395,755	2.31	\$ 915,577	\$ -	\$ 915,577
WDS -WATER INTERCONNECT W/MAR 15758		100%			\$ 50,218	2.31	\$ 116,179	\$ -	\$ 116,179
LSWDS-REHAB (2007) 15759			100%		\$ 90,293	2.31	\$ 208,891	\$ -	\$ 208,891
FIRHY-(2007) 15760					\$ 2,974	2.31	\$ 6,880	\$ 6,880	\$ -
WELLI-(2007) 15761	100%				\$ 16,856	2.31	\$ 38,996	\$ -	\$ 38,996
WELLI-2, 3, 4 15762	100%				\$ 1,554	2.31	\$ 3,596	\$ -	\$ 3,596
INFIL-(2007) 15763			100%		\$ 10,535	2.31	\$ 24,373	\$ -	\$ 24,373
INFIL-(2007) 15765			100%		\$ 39,960	2.31	\$ 92,446	\$ -	\$ 92,446
FIRE METER/VAULT 15766					\$ 2,431	2.31	\$ 5,623	\$ 5,623	\$ -
FIRHY-(2007) 15767					\$ 8,104	2.31	\$ 18,748	\$ 18,748	\$ -
LSINF- 15768			100%		\$ 459	2.31	\$ 1,061	\$ -	\$ 1,061
WTINF-PLANT - HAB WT - 2/3 15847	100%				\$ 254,441	2.31	\$ 588,647	\$ -	\$ 588,647
FIRE HYDRANTS 16136					\$ 1,204	2.20	\$ 2,644	\$ 2,644	\$ -
FIRE HYDRANTS 16137					\$ 413	2.20	\$ 907	\$ 907	\$ -
FIRE HYDRANTS 16138					\$ 1,031	2.20	\$ 2,265	\$ 2,265	\$ -
WELLI- 16166	100%				\$ 1,928	2.20	\$ 4,236	\$ -	\$ 4,236
GEN 5-WATER PLANT 16356	100%				\$ 68,918	2.15	\$ 147,933	\$ -	\$ 147,933
WELLI-(2008) 16357	100%				\$ 8,135	2.15	\$ 17,462	\$ -	\$ 17,462
WELLR-CAPACITY 16737	100%				\$ 7,860	1.94	\$ 15,271	\$ -	\$ 15,271
GEN TS80T LIFT STATION GENER 15983			100%		\$ 3,105	2.31	\$ 7,182	\$ -	\$ 7,182
FIRE HYDRANTS 16135					\$ 446	2.23	\$ 996	\$ 996	\$ -
WTWDS- 16490		100%			\$ 6,263	2.15	\$ 13,443	\$ -	\$ 13,443
WDS -WELL CAPACITY REHAB 16543	100%				\$ 40,549	2.15	\$ 87,038	\$ -	\$ 87,038
WDS -WELLS 16544	100%				\$ 158,407	2.15	\$ 340,024	\$ -	\$ 340,024
WELLR- 16545	100%				\$ 5,397	2.15	\$ 11,584	\$ -	\$ 11,584
WELLR- 16546	100%				\$ 11,773	2.15	\$ 25,271	\$ -	\$ 25,271
WELLR- 16551	100%				\$ 7,923	2.15	\$ 17,007	\$ -	\$ 17,007
SSRES- 16572			100%		\$ 8,823	2.15	\$ 18,938	\$ -	\$ 18,938
WELLR- 16578	100%				\$ 15,292	2.09	\$ 31,973	\$ -	\$ 31,973
WELLR- 16583	100%				\$ 5,265	2.09	\$ 11,007	\$ -	\$ 11,007
WELLR-CAPACITY REHAB 16585	100%				\$ 34,363	2.09	\$ 71,843	\$ -	\$ 71,843
LSWDS-20-A REHAB 16590			100%		\$ 38,887	2.09	\$ 81,302	\$ -	\$ 81,302
WELLR- 16592	100%				\$ 6,038	2.09	\$ 12,623	\$ -	\$ 12,623
WELLR- 16593	100%				\$ 14,608	2.05	\$ 29,958	\$ -	\$ 29,958
WELLR- 16599	100%				\$ 5,957	2.05	\$ 12,218	\$ -	\$ 12,218
WELLR-WATER FDEP SRF DOCUMENTS 16601					\$ 8,010	2.05	\$ 16,427	\$ 16,427	\$ -
SSREH- 16602			100%		\$ 2,257	2.05	\$ 4,628	\$ -	\$ 4,628
GEN FOREST HILLS EMERGENCY P 16603			100%		\$ 17,278	2.05	\$ 35,435	\$ -	\$ 35,435
WDS -WELL CAPACITY/WELL HEAD 16622	100%				\$ 6,513	2.05	\$ 13,358	\$ -	\$ 13,358
WPL -IMPROVEMENTS 16623	100%				\$ 94,325	2.05	\$ 193,449	\$ -	\$ 193,449
WDS -WATER USE PERMIT SRF LOA 16624					\$ 6,455	2.05	\$ 13,238	\$ 13,238	\$ -
WELLR-FOREST HILLS WELL FIELD 16625	100%				\$ 14,108	1.99	\$ 28,067	\$ -	\$ 28,067
FIRE HYDRANTS 16628					\$ 408	1.99	\$ 811	\$ 811	\$ -
FIRE HYDRANTS 16635					\$ 609	1.99	\$ 1,212	\$ 1,212	\$ -
FIRE HYDRANTS 16638					\$ 733	1.99	\$ 1,458	\$ 1,458	\$ -
WDS - 16641	100%				\$ 8,571	1.99	\$ 17,050	\$ -	\$ 17,050
FIRE HYDRANT 16642					\$ 804	1.99	\$ 1,600	\$ 1,600	\$ -

Fixed Assets

Schedule 1

Asset Description	Water		Sewer		Net Book Value	ENR Escalation Factor	RCNLD	Contributed/Excluded Assets	Net Assets Included
	Supply/ Treatment Allocation	Transmission Allocation	Collection Allocation	Treatment Allocation					
FIRE HYDRANT 16643					\$ 996	1.99	\$ 1,982	\$ 1,982	\$ -
WTWPL-TREATMENT PLANT - IMPROV 16645	100%				\$ 9,330	1.94	\$ 18,127	\$ -	\$ 18,127
WDS -EIMCO 16647	100%				\$ 71,466	1.94	\$ 138,850	\$ -	\$ 138,850
WDS -SLUDGE THICKENER AT WATE 16649	100%				\$ 27,473	1.94	\$ 53,376	\$ -	\$ 53,376
WPL -TREATMENT PLANT IMPROVEM 16651	100%				\$ 650	1.94	\$ 1,262	\$ -	\$ 1,262
WELLR- 16653	100%				\$ 10,993	1.94	\$ 21,359	\$ -	\$ 21,359
FDS - 16660					\$ 54,955	1.94	\$ 106,771	\$ 106,771	\$ -
WPL -IMPROVEMENTS 16699	100%				\$ 115,066	1.94	\$ 223,560	\$ -	\$ 223,560
WPL -IMPROVEMENTS 16700	100%				\$ 3,215	1.94	\$ 6,246	\$ -	\$ 6,246
WELLR-FOREST HILLS 16701	100%				\$ 3,110	1.94	\$ 6,043	\$ -	\$ 6,043
WDS -LIFT STATIONS 20A & 20B 16704			100%		\$ 29,727	1.94	\$ 57,756	\$ -	\$ 57,756
WPL -IMPROVEMENTS 16705	100%				\$ 9,121	1.94	\$ 17,720	\$ -	\$ 17,720
WDS -LIFT STATIONS 20A & 20B 16707			100%		\$ 891	1.94	\$ 1,730	\$ -	\$ 1,730
SLE -PIPES 16717					\$ 1,234	1.94	\$ 2,398	\$ 2,398	\$ -
WDS -RAW WATER SUP METER 16738	100%				\$ 432	1.94	\$ 839	\$ -	\$ 839
WDS -ACCELERATORS 16742	100%				\$ 444	1.94	\$ 863	\$ -	\$ 863
WDS -WATER USE PERMIT SRF LOA 70894	100%				\$ 13,286	1.57	\$ 20,795	\$ -	\$ 20,795
WDS -NPDES FEDERAL PERMIT 70895	100%				\$ 2,619	1.57	\$ 4,100	\$ -	\$ 4,100
SEWER SYSTEM REHAB 2009 71496			100%		\$ 16,154	1.52	\$ 24,517	\$ -	\$ 24,517
FOREST HILLS WELLFIELD POWER 71497	100%				\$ 4,505	1.52	\$ 6,837	\$ -	\$ 6,837
RAW WATER SUPPLY METERING 71500	100%				\$ 16,396	1.52	\$ 24,884	\$ -	\$ 24,884
LANDSCAPING UTILITIES PLANT 71315					\$ 2,438	1.57	\$ 3,815	\$ 3,815	\$ -
WATER PLANT BUILDINGS 71409	100%				\$ 664,580	1.57	\$ 1,040,213	\$ -	\$ 1,040,213
FIRE METER VAULT (2009) 71492					\$ 6,469	1.57	\$ 10,125	\$ 10,125	\$ -
LIFT STATIONS 20A & 20B REHAB 71498			100%		\$ 112,066	1.52	\$ 170,083	\$ -	\$ 170,083
GROUND STORAGE TANKS TASK 49 71501	100%				\$ 22,500	1.52	\$ 34,148	\$ -	\$ 34,148
WATER TREATMENT PLANT PHASE 2 71502	100%				\$ 12,080	1.52	\$ 18,333	\$ -	\$ 18,333
WELLFIELD REHAB WELLS 3&4 71503	100%				\$ 16,125	1.52	\$ 24,473	\$ -	\$ 24,473
RAW WATER SUPPLY WELLS 2&7 71505	100%				\$ 31,312	1.52	\$ 47,523	\$ -	\$ 47,523
WELLFIELD REHAB 2009 71506	100%				\$ 15,219	1.52	\$ 23,097	\$ -	\$ 23,097
FOREST HILLS WELLFIELD POWER 71509	100%				\$ 1,854	1.52	\$ 2,814	\$ -	\$ 2,814
RAW WATER SUPPLY WELLS 71510	100%				\$ 63,833	1.52	\$ 96,879	\$ -	\$ 96,879
LIFT STATION 20A REHABILITATE 71511			100%		\$ 17,173	1.52	\$ 26,063	\$ -	\$ 26,063
RAW WATER SUPPLY WELL 71512	100%				\$ 101,756	1.52	\$ 154,436	\$ -	\$ 154,436
BOOSTER STATION REHABILITATION 71514		100%			\$ 5,446	1.52	\$ 8,265	\$ -	\$ 8,265
WATER TREATMENT PLANT IMP 71607	100%				\$ 41,338	1.52	\$ 62,739	\$ -	\$ 62,739
SEWER REHAB. PROJECT: 71658			100%		\$ 4,904	1.52	\$ 7,442	\$ -	\$ 7,442
RAW WATER WELLS 2 & 7 71659	100%				\$ 20,574	1.52	\$ 31,224	\$ -	\$ 31,224
RAW WATER SUPPLY WELLS 71660	100%				\$ 69,280	1.52	\$ 105,146	\$ -	\$ 105,146
WATER DISTRIBUTION 2009 71661		100%			\$ 29,392	1.52	\$ 44,608	\$ -	\$ 44,608
SEWER REHAB PROJECT 71700			100%		\$ 1,192	1.52	\$ 1,808	\$ -	\$ 1,808
BOOSTER STATION IMP 71735		100%			\$ 4,794	1.52	\$ 7,276	\$ -	\$ 7,276
FIRE HYDRANT 71738					\$ 16,693	1.52	\$ 25,335	\$ 25,335	\$ -
WELL CAPACITY 71791	100%				\$ 5,342	1.52	\$ 8,108	\$ -	\$ 8,108
WELLHEAD REPLACEMENT 71792	100%				\$ 5,342	1.52	\$ 8,108	\$ -	\$ 8,108
WATER LINES - 2009 71793		100%			\$ 6,323	1.52	\$ 9,596	\$ -	\$ 9,596
WATER PLANT BUILDINGS 71795	100%				\$ 4,002	1.52	\$ 6,074	\$ -	\$ 6,074
RAW WATER SUPPLY WELL 2009 71796	100%				\$ 48,529	1.52	\$ 73,652	\$ -	\$ 73,652
SEWER SYSTEM REHAB 2009 71798			100%		\$ 1,991	1.52	\$ 3,021	\$ -	\$ 3,021
RAW WATER SUPPLY WELL 71819	100%				\$ 19,004	1.52	\$ 28,842	\$ -	\$ 28,842
EAST SIDE WATER PLANT LANDSCP 71898					\$ 6,056	1.52	\$ 9,192	\$ 9,192	\$ -
RAW WATER SUPPLY WELLS 2 & 7 72792	100%				\$ 8,160	1.48	\$ 12,062	\$ -	\$ 12,062
FIRE HYDRANTS 2009 2009FH					\$ 12,495	1.07	\$ 13,394	\$ 13,394	\$ -
MULLINS BOOSTER STATION 71899		100%			\$ 4,574	1.52	\$ 6,942	\$ -	\$ 6,942
MULLINS RE-PUMP TANK 18" LINE 71901		100%			\$ 4,463	1.52	\$ 6,773	\$ -	\$ 6,773
LIFT STATIONS 72016			100%		\$ 3,368	1.48	\$ 4,979	\$ -	\$ 4,979
FIRE HYDRANTS 72105					\$ 1,252	1.48	\$ 1,851	\$ 1,851	\$ -

Fixed Assets

Schedule 1

Asset Description	Water		Sewer		Net Book Value	ENR Escalation Factor	RCNLD	Contributed/Excluded Assets	Net Assets Included
	Supply/ Treatment Allocation	Transmission Allocation	Collection Allocation	Treatment Allocation					
FIRE HYDRANTS 72106					\$ 834	1.48	\$ 1,233	\$ 1,233	\$ -
SODIUM HY 8100 GAL STORAGE TNK 72208	100%				\$ 811	1.48	\$ 1,199	\$ -	\$ 1,199
SODIUM HYPO 8100G STORAGE TANK 72209	100%				\$ 30,261	1.48	\$ 44,733	\$ -	\$ 44,733
WATER TREATMENT PLANT IMP 72210	100%				\$ 3,776	1.48	\$ 5,582	\$ -	\$ 5,582
RAW WATER SUPPLY WELL 5,6,8R 72213	100%				\$ 1,139	1.48	\$ 1,684	\$ -	\$ 1,684
MASTER GENERATOR LIFT STN 17-E 72785			100%		\$ 59,180	1.48	\$ 87,482	\$ -	\$ 87,482
WATER LINES 2010 72791		100%			\$ 5,913	1.48	\$ 8,740	\$ -	\$ 8,740
WELLHEADS/RAW WATER 72879	100%				\$ 3,659	1.48	\$ 5,408	\$ -	\$ 5,408
EXISTING WELL CAP AND REHAB 72880	100%				\$ 3,659	1.48	\$ 5,408	\$ -	\$ 5,408
FIRE HYDRANTS 72888					\$ 1,423	1.48	\$ 2,103	\$ 2,103	\$ -
WATER METERS 72890					\$ 7,628	1.48	\$ 11,276	\$ 11,276	\$ -
TASK 58 SANITARY SEWER SYSTEM 72891			100%		\$ 14,869	1.48	\$ 21,980	\$ -	\$ 21,980
LS 17E TASK 1 72893			100%		\$ 448	1.48	\$ 662	\$ -	\$ 662
LIFT STATION REHAB 72894			100%		\$ 939	1.48	\$ 1,388	\$ -	\$ 1,388
TASK 47 WELLHEADS 5, 6, 8R 72895	100%				\$ 2,837	1.48	\$ 4,193	\$ -	\$ 4,193
GALVANIZED WATER SERVICE 72896					\$ 61,081	1.48	\$ 90,292	\$ 90,292	\$ -
DESIGN PHASE GENERATOR LS 17E 72897			100%		\$ 1,629	1.48	\$ 2,409	\$ -	\$ 2,409
LIFT STATION 17-E EMERG GEN 72898			100%		\$ 1,646	1.48	\$ 2,433	\$ -	\$ 2,433
TASK 58 SANITARY SEWER SYSTEM 72899			100%		\$ 6,006	1.48	\$ 8,879	\$ -	\$ 8,879
FOREST HILLS WELLFIELD REHAB 73003	100%				\$ 604	1.48	\$ 893	\$ -	\$ 893
RAW WATER SUPPLY WELLS 5,6,8R 73004	100%				\$ 850	1.48	\$ 1,257	\$ -	\$ 1,257
WELLHEADS 2&7 TASK 45 73005	100%				\$ 1,699	1.48	\$ 2,512	\$ -	\$ 2,512
WELLHEADS 2 AND 7 TASK 45 73167	100%				\$ 5,207	1.48	\$ 7,697	\$ -	\$ 7,697
WATER TREATMENT PLANT SRF 73726	100%				\$ 51,680	1.43	\$ 74,113	\$ -	\$ 74,113
SRF DRINKING WATER 73727	100%				\$ 7,424	1.43	\$ 10,647	\$ -	\$ 10,647
RAW WATER SUPPLY WELLS 74260	100%				\$ 6,584	1.43	\$ 9,441	\$ -	\$ 9,441
FIRE HYDRANTS FY 2010 2010FH					\$ 10,004	1.07	\$ 10,724	\$ 10,724	\$ -
WELLHEADS 2 AND 7 TASK 45 73287	100%				\$ 11,089	1.48	\$ 16,393	\$ -	\$ 16,393
WATER DISTRIBUTION TASK 26 73288		100%			\$ 2,969	1.48	\$ 4,389	\$ -	\$ 4,389
WATER DISTRIBUTION TASK 26 73289		100%			\$ 53,438	1.43	\$ 76,633	\$ -	\$ 76,633
WATER DISTRIBUTION TASK 26 73290		100%			\$ 2,969	1.43	\$ 4,258	\$ -	\$ 4,258
WATER PLANT 8100 GL SOD HYPO 73358	100%				\$ 16,349	1.43	\$ 23,446	\$ -	\$ 23,446
WATER PLANT ADMIN BUILDING 73725	100%				\$ 25,308	1.43	\$ 36,293	\$ -	\$ 36,293
WATER PLANT IMPROVEMENTS 2011 73728	100%				\$ 1,162,721	1.43	\$ 1,667,432	\$ -	\$ 1,667,432
RAW WATER WELLS 5, 6, 8R 74256	100%				\$ 170,807	1.43	\$ 244,950	\$ -	\$ 244,950
RAW WATER WELLS 9, 10, 12-17 74257	100%				\$ 87,784	1.43	\$ 125,890	\$ -	\$ 125,890
RAW WATER WELLS 5, 6, 8R 74258	100%				\$ 6,337	1.43	\$ 9,088	\$ -	\$ 9,088
RAW WATER WELLS 5, 6, 8R 74259	100%				\$ 45,894	1.43	\$ 65,815	\$ -	\$ 65,815
RAW WATER WELLS 2, 7 74261	100%				\$ 162,801	1.43	\$ 233,468	\$ -	\$ 233,468
WATER TREATMENT PLANT PH2 #48 74262	100%				\$ 67,126	1.43	\$ 96,264	\$ -	\$ 96,264
SEWER REHAB 74263			100%		\$ 3,610	1.43	\$ 5,177	\$ -	\$ 5,177
LIFT ST TASK 64 13B, 13C, 13D 74264			100%		\$ 8,645	1.43	\$ 12,398	\$ -	\$ 12,398
UTILITY INTERCONNECTS 74265		100%			\$ 18,147	1.43	\$ 26,024	\$ -	\$ 26,024
UTILITY INTERCONNECTS 74266		100%			\$ 87,983	1.43	\$ 126,175	\$ -	\$ 126,175
EM WATER SERV INTERCONNECT #52A 74267		100%			\$ 1,047	1.43	\$ 1,501	\$ -	\$ 1,501
WATER DIST IMP WM-2 74268		100%			\$ 12,612	1.43	\$ 18,087	\$ -	\$ 18,087
SRF ADMIN PROJECTS 74269	100%				\$ 902	1.43	\$ 1,294	\$ -	\$ 1,294
SRF ADMIN PROJECTS 74270	100%				\$ 7,984	1.43	\$ 11,450	\$ -	\$ 11,450
WATER DISTRIBUTION SYSTEM 74271		100%			\$ 352,144	1.43	\$ 505,001	\$ -	\$ 505,001
DRAINAGE BASIN INTERCONNECT 74272		100%			\$ 5,278	1.43	\$ 7,569	\$ -	\$ 7,569
WATER DISTRIBUTION SYSTEM 74273		100%			\$ 4,106	1.43	\$ 5,889	\$ -	\$ 5,889
FIRE HYDRANTS 74274					\$ 5,975	1.43	\$ 8,569	\$ 8,569	\$ -
FIRE HYDRANTS 74284					\$ 12,008	1.43	\$ 17,221	\$ 17,221	\$ -
FIRE HYDRANTSE 74285					\$ 11,777	1.43	\$ 16,889	\$ 16,889	\$ -
WATER TREATMENT PLANT TASK 59 74286	100%				\$ 114,950	1.43	\$ 164,847	\$ -	\$ 164,847
INFIL/INFLOW WATER TREATMENT 74287			100%		\$ 153,847	1.43	\$ 220,628	\$ -	\$ 220,628
FIRE HYDRANTS 74288					\$ 2,937	1.43	\$ 4,212	\$ 4,212	\$ -

Fixed Assets

Schedule 1

Asset Description	Water		Sewer		Net Book Value	ENR Escalation Factor	RCNLD	Contributed/Excluded Assets	Net Assets Included
	Supply/ Treatment Allocation	Transmission Allocation	Collection Allocation	Treatment Allocation					
FIRE HYDRANTS 74289					\$ 1,952	1.43	\$ 2,800	\$ 2,800	\$ -
FIRE HYDRANTS 74290					\$ 8,028	1.43	\$ 11,513	\$ 11,513	\$ -
SEWER SYSTEM REHAB 74291			100%		\$ 2,560	1.43	\$ 3,671	\$ -	\$ 3,671
SODIUM HYPOCHLORIDE TANK 74292	100%				\$ 7,106	1.43	\$ 10,191	\$ -	\$ 10,191
VERT IMFO HIGH DENS STORAGE TK 74293	100%				\$ 16,349	1.43	\$ 23,446	\$ -	\$ 23,446
FIRE HYDRANTS 74294					\$ 1,297	1.43	\$ 1,860	\$ 1,860	\$ -
SECTION 17 PH II WATER SERVICE 74295		100%			\$ 145,679	1.43	\$ 208,915	\$ -	\$ 208,915
WATER PLANT BUILDINGS 74296	100%				\$ 129,038	1.43	\$ 185,051	\$ -	\$ 185,051
WATER TREATMENT PLANT 74359	100%				\$ 7,031	1.43	\$ 10,083	\$ -	\$ 10,083
DOWNTOWN WATER DIST TASK 67 75173		100%			\$ 31,764	1.40	\$ 44,386	\$ -	\$ 44,386
SRF WTP DESIGN PHASE III 75175	100%				\$ 2,105	1.40	\$ 2,941	\$ -	\$ 2,941
CONCRETE COLLAR CULVERT 74939					\$ 3,600	1.40	\$ 5,031	\$ 5,031	\$ -
TASK 51 MULLINS WATER BOOSTER 75150		100%			\$ 31,290	1.40	\$ 43,724	\$ -	\$ 43,724
FIRE HYDRANTS 2012 75151					\$ 6,956	1.40	\$ 9,720	\$ 9,720	\$ -
FIRE HYDRANTS - 2012 75152					\$ 18,533	1.40	\$ 25,897	\$ 25,897	\$ -
FIRE HYDRANTS - 2012 75153					\$ 36,072	1.40	\$ 50,405	\$ 50,405	\$ -
WATER TREATMENT PLANT IMP 75154	100%				\$ 608,274	1.40	\$ 849,977	\$ -	\$ 849,977
LIFT STATION 13B, 13C, 13D 75155			100%		\$ 17,745	1.40	\$ 24,796	\$ -	\$ 24,796
RAW WATER SUPPLY WELLS 75156	100%				\$ 2,391	1.40	\$ 3,341	\$ -	\$ 3,341
UTILITY INTERCONNECTS 75157		100%			\$ 118,696	1.40	\$ 165,861	\$ -	\$ 165,861
WATER DISTRICT SYSTEM IMP 75158		100%			\$ 284,004	1.40	\$ 396,855	\$ -	\$ 396,855
MULLINS PARK FIRE HYDRANTS 75159					\$ 48,758	1.40	\$ 68,132	\$ 68,132	\$ -
LIFT STATION 13B, 13C, 13D 75160			100%		\$ 36,225	1.40	\$ 50,619	\$ -	\$ 50,619
CORAL RIDGE DR TASK 75 75161		100%			\$ 12,495	1.40	\$ 17,460	\$ -	\$ 17,460
MASTER PLAN UPDATE 75162					\$ 13,650	1.40	\$ 19,074	\$ 19,074	\$ -
SEWER SYSTEM REHAB PHASE II 75163			100%		\$ 215,166	1.40	\$ 300,664	\$ -	\$ 300,664
DRAINAGE BASIN CITY INTERCONN 75164		100%			\$ 8,167	1.40	\$ 11,412	\$ -	\$ 11,412
SANITARY SEWER SYSTEM PHASE II 75165			100%		\$ 129,922	1.40	\$ 181,548	\$ -	\$ 181,548
SANITARY SEWER REHAB PHASE II 75166			100%		\$ 1,256	1.40	\$ 1,755	\$ -	\$ 1,755
FIRE HYDRANTS 75167					\$ 4,384	1.40	\$ 6,126	\$ 6,126	\$ -
SEWER LINE REHAB 75168			100%		\$ 9,723	1.40	\$ 13,586	\$ -	\$ 13,586
FIRE HYDRANTS 75169					\$ 7,270	1.40	\$ 10,159	\$ 10,159	\$ -
TASK 77 SECT 22 WATER SERVICE 75170					\$ 10,915	1.40	\$ 15,252	\$ 15,252	\$ -
TASK 76 - FOG 75171			100%		\$ 19,950	1.40	\$ 27,878	\$ -	\$ 27,878
TASK 71 GROUND STORAGE TANK 75172	100%				\$ 19,322	1.40	\$ 26,999	\$ -	\$ 26,999
TASK 47 WELLHEADS 5,6,8R 75174	100%				\$ 38,014	1.40	\$ 53,119	\$ -	\$ 53,119
WELLHEADS 5,6,8R 75242	100%				\$ 17,379	1.40	\$ 24,284	\$ -	\$ 24,284
SLUDGE THICKENER REHAB 75243			100%		\$ 5,760	1.40	\$ 8,049	\$ -	\$ 8,049
SANITARY SEWER REHAB 75244			100%		\$ 70,424	1.40	\$ 98,407	\$ -	\$ 98,407
INFRA SRF LOAN DW0603010 75282		100%			\$ 151,734	1.40	\$ 212,026	\$ -	\$ 212,026
INFRA SRF LOAN DW0603020 75283		100%			\$ 19,401	1.40	\$ 27,111	\$ -	\$ 27,111
WATER DISTRICT SYSTEM IMP 76009		100%			\$ 667	1.36	\$ 909	\$ -	\$ 909
FIRE HYDRANTS - 2012 2012FH					\$ 2,331	1.07	\$ 2,499	\$ 2,499	\$ -
UTILITY INTERCONNECTS 75936		100%			\$ 31,182	1.36	\$ 42,484	\$ -	\$ 42,484
SECTION 22 WATER SERVICE 76003		100%			\$ 70,720	1.36	\$ 96,352	\$ -	\$ 96,352
SANITARY SEWER REHAB 76005			100%		\$ 142,161	1.36	\$ 193,688	\$ -	\$ 193,688
RAW WATER SUPPLY WELLS 76006	100%				\$ 18,354	1.36	\$ 25,006	\$ -	\$ 25,006
WELL REHAB 5 & 8R 76007	100%				\$ 82,847	1.36	\$ 112,875	\$ -	\$ 112,875
WATER SERVICE 76008		100%			\$ 340,174	1.36	\$ 463,470	\$ -	\$ 463,470
WATER DISTRICT SYSTEM IMP 76010		100%			\$ 55,832	1.36	\$ 76,069	\$ -	\$ 76,069
WATER SERVICE SEC 17 PHASE II 76011		100%			\$ 105,135	1.36	\$ 143,240	\$ -	\$ 143,240
WATER SERVICE SECT 17 PH II 76012		100%			\$ 36,380	1.36	\$ 49,566	\$ -	\$ 49,566
WATER SERVICE SECT 17 PH II 76013		100%			\$ 6,007	1.36	\$ 8,184	\$ -	\$ 8,184
WATER SERVICE SECT 17 PH II 76014		100%			\$ 51,523	1.36	\$ 70,197	\$ -	\$ 70,197
WATER DIST NW 100 AVE PH II 76015		100%			\$ 21,275	1.36	\$ 28,986	\$ -	\$ 28,986
LIFT STATION 13 B,C,D 76016			100%		\$ 9,258	1.36	\$ 12,613	\$ -	\$ 12,613
DOWNTOWN WATER DISTRIBUTION 76017		100%			\$ 19,406	1.36	\$ 26,440	\$ -	\$ 26,440

Fixed Assets

Schedule 1

Asset Description	Water		Sewer		Net Book Value	ENR Escalation Factor	RCNLD	Contributed/Excluded Assets	Net Assets Included
	Supply/ Treatment Allocation	Transmission Allocation	Collection Allocation	Treatment Allocation					
FIRE HYDRANTS 76108					\$ 3,450	1.36	\$ 4,700	\$ 4,700	\$ -
SRF WW06161 CAP INTEREST 2012 76167			100%		\$ 964	1.36	\$ 1,314	\$ -	\$ 1,314
SRF LOAN DW060303 CAP INT 2012 76168		100%			\$ 37,729	1.36	\$ 51,403	\$ -	\$ 51,403
SRF LOAN DW060303 CAP INT 2013 76169					\$ 1,839	1.36	\$ 2,505	\$ 2,505	\$ -
SRF LOAN WW061610 CAP INT 2013 76170					\$ 4,178	1.36	\$ 5,692	\$ 5,692	\$ -
FIRE HYDRANTS 76234					\$ 8,708	1.36	\$ 11,865	\$ 11,865	\$ -
WATER DISTRIBUTION 76235		100%			\$ 33,488	1.36	\$ 45,626	\$ -	\$ 45,626
SEWER REHAB 76237			100%		\$ 440,185	1.36	\$ 599,729	\$ -	\$ 599,729
WELL REHAB # 7 76238	100%				\$ 15,929	1.36	\$ 21,702	\$ -	\$ 21,702
WTP WELLHEADS 5,6,8R 76239	100%				\$ 28,628	1.36	\$ 39,004	\$ -	\$ 39,004
FIRE HYDRANTS 76240					\$ 3,619	1.36	\$ 4,931	\$ 4,931	\$ -
FIRE HYDRANTS 76241					\$ 19,555	1.36	\$ 26,643	\$ 26,643	\$ -
FIRE HYDRANTS 76242					\$ 15,900	1.36	\$ 21,663	\$ 21,663	\$ -
FIRE HYDRANTS 76243					\$ 7,777	1.36	\$ 10,596	\$ 10,596	\$ -
FIRE HYDRANTS 76244					\$ 21,770	1.36	\$ 29,661	\$ 29,661	\$ -
DOWNTOWN WATER DIST SYSTEM 76245		100%			\$ 3,454	1.36	\$ 4,706	\$ -	\$ 4,706
SECTION 22 WTR SVC REPLACEMENT 76315		100%			\$ 51,986	1.36	\$ 70,829	\$ -	\$ 70,829
MULLINS WATER BOOSTER STATION 76316			100%		\$ 41,092	1.36	\$ 55,986	\$ -	\$ 55,986
WTP OFFICE BLDG ROOF 77005	100%				\$ 19,136	1.33	\$ 25,381	\$ -	\$ 25,381
GROUND STORAGE TANKS REHAB 77006	100%				\$ 417,816	1.33	\$ 554,170	\$ -	\$ 554,170
FIRE HYDRANTS 2013 2013FH					\$ 4,599	1.07	\$ 4,930	\$ 4,930	\$ -
LIFT STATION 11B REHAB 76993			100%		\$ 99,637	1.33	\$ 132,153	\$ -	\$ 132,153
LIFT STATION 11C REHAB 76994			100%		\$ 105,441	1.33	\$ 139,852	\$ -	\$ 139,852
LIFT STATION 12D REHAB 76995			100%		\$ 95,714	1.33	\$ 126,951	\$ -	\$ 126,951
LIFT STATION 12E REHAB 76996			100%		\$ 110,369	1.33	\$ 146,388	\$ -	\$ 146,388
LIFT STATION 13A 76997			100%		\$ 144,911	1.33	\$ 192,203	\$ -	\$ 192,203
LIFT STATION 13B REHAB 76998			100%		\$ 102,551	1.33	\$ 136,018	\$ -	\$ 136,018
LIFT STATION 13C REHAB 76999			100%		\$ 140,714	1.33	\$ 186,636	\$ -	\$ 186,636
LIFT STATION 13D REHAB 77000			100%		\$ 106,307	1.33	\$ 141,001	\$ -	\$ 141,001
GRINDER STATION REHAB 77001			100%		\$ 141,031	1.33	\$ 187,056	\$ -	\$ 187,056
UTILITY FLD OP STORAGE BLD REN 77004					\$ 8,972	1.33	\$ 11,900	\$ 11,900	\$ -
FIRE HYDRANTS 77007					\$ 20,253	1.33	\$ 26,862	\$ 26,862	\$ -
WATER SUPPLY WELL #4 REHAB 77009	100%				\$ 102,408	1.33	\$ 135,829	\$ -	\$ 135,829
FOREST HILLS WELLFIELD REHAB 77032	100%				\$ 1,322,626	1.33	\$ 1,754,263	\$ -	\$ 1,754,263
GALVANIZED WTR SVC RPLCMT 2014 77074		100%			\$ 464,345	1.33	\$ 615,884	\$ -	\$ 615,884
SEWER REHAB 77085			100%		\$ 754,316	1.33	\$ 1,000,486	\$ -	\$ 1,000,486
TABLE 48Dx120W BOAT SHAPED 77147					\$ 778	1.33	\$ 1,032	\$ 1,032	\$ -
WATER SUPPLY WELL REHAB 77860	100%				\$ 47,493	1.30	\$ 61,552	\$ -	\$ 61,552
WATER SUPPLY WELLS REHAB 77861	100%				\$ 48,513	1.30	\$ 62,874	\$ -	\$ 62,874
WTP IMPROVEMENTS PHASE III 77874	100%				\$ 3,749,001	1.30	\$ 4,858,831	\$ -	\$ 4,858,831
WTP IMPROVEMENTS PHASE III 77875	100%				\$ 1,555,536	1.30	\$ 2,016,027	\$ -	\$ 2,016,027
FIRE HYDRANTS FY 2015 77876					\$ 60,120	1.30	\$ 77,918	\$ 77,918	\$ -
SEWER REHAB 2015 77877			100%		\$ 749,442	1.30	\$ 971,302	\$ -	\$ 971,302
WTP IMPROVEMENTS PHASE III 77878	100%				\$ 202,500	1.30	\$ 262,447	\$ -	\$ 262,447
ARTWALK WATERMAIN 78254		100%			\$ 43,940	1.30	\$ 56,948	\$ -	\$ 56,948
ARTWALK WATERMAIN 78255		100%			\$ 337,117	1.30	\$ 436,916	\$ -	\$ 436,916
MULLINS BOOSTER STATION REHAB 78257			100%		\$ 1,093,647	1.26	\$ 1,375,871	\$ -	\$ 1,375,871
WATER MAIN DSGN-SAMPLE & CSDR 78258		100%			\$ 88,541	1.26	\$ 111,389	\$ -	\$ 111,389
FORCE MAIN DSGN SAMPLE & CS DR 78260			100%		\$ 82,545	1.26	\$ 103,846	\$ -	\$ 103,846
WTP ELECT. CTRL PNL-REG 4 UNIT 78107	100%				\$ 22,692	1.30	\$ 29,410	\$ -	\$ 29,410
LIFT ST DSGN 14CE,17AC,18C,21C 78256			100%		\$ 91,350	1.26	\$ 114,923	\$ -	\$ 114,923
EMERG WTR SVC INTRCONNET-C CRK 78259		100%			\$ 122,425	1.26	\$ 154,018	\$ -	\$ 154,018
FIRE HYDRANTS FY16 78413					\$ 49,885	1.26	\$ 62,758	\$ 62,758	\$ -
WATER SUPPLY WELL REHAB FY16 78414	100%				\$ 36,279	1.26	\$ 45,641	\$ -	\$ 45,641
LIFT STATION SCADA INSTALLTN 78415			100%		\$ 225,673	1.26	\$ 283,909	\$ -	\$ 283,909
WATER SUPPLY WELL#3 REHAB FY16 78416	100%				\$ 39,222	1.26	\$ 49,344	\$ -	\$ 49,344
SEWER REHAB 2016 78417			100%		\$ 423,547	1.26	\$ 532,846	\$ -	\$ 532,846

Fixed Assets

Schedule 1

Asset Description	Water		Sewer		Net Book Value	ENR Escalation Factor	RCNLD	Contributed/Excluded Assets	Net Assets Included
	Supply/ Treatment Allocation	Transmission Allocation	Collection Allocation	Treatment Allocation					
SECTION 20 WATER SVC REPLACMNT 78418		100%			\$ 582,328	1.26	\$ 732,603	\$ -	\$ 732,603
WEST BOOSTER STATION 78426		100%			\$ 757,586	1.26	\$ 953,087	\$ -	\$ 953,087
EAST BOOSTER STATION 78427		100%			\$ 706,673	1.26	\$ 889,036	\$ -	\$ 889,036
EAST BOOSTER STATION 78428		100%			\$ 81,708	1.26	\$ 102,793	\$ -	\$ 102,793
LAND-CORAL LAGO UTILITY 82456					\$ 10	1.13	\$ 11	\$ 11	\$ -
FIRE HYDRANTS FY16 2016FH					\$ 3,992	1.07	\$ 4,280	\$ 4,280	\$ -
LIFT STATION 15D 79139			100%		\$ 200,957	1.26	\$ 252,816	\$ -	\$ 252,816
GEN 04 @ LIFT STATION 15D 79140			100%		\$ 46,500	1.26	\$ 58,500	\$ -	\$ 58,500
WWDS IMPVT-CC OF CS GLF CLBHS 79251					\$ 22,147	1.26	\$ 27,862	\$ 27,862	\$ -
WTR MAIN IMPVT-CC OF CS GLF CH 79252					\$ 39,513	1.26	\$ 49,710	\$ 49,710	\$ -
WWDS IMPVT-CC OF CS APTS 79253					\$ 57,798	1.26	\$ 72,713	\$ 72,713	\$ -
WTR MAIN IMPVT-CC OF CS APTS 79254					\$ 150,532	1.21	\$ 182,361	\$ 182,361	\$ -
WWDS IMPVT-CC OF CS SMPL RD 79255					\$ 13,289	1.21	\$ 16,099	\$ 16,099	\$ -
GALVANIZE WTR SERV REPLAC 2017 79312		100%			\$ 145,351	1.21	\$ 176,085	\$ -	\$ 176,085
SFTWE-CITYWORKS INVENT MGT SYS 79387					\$ 7,037	1.21	\$ 8,525	\$ 8,525	\$ -
SEWER REHAB FY17 79520			100%		\$ 879,805	1.21	\$ 1,065,835	\$ -	\$ 1,065,835
WTR SUP WELLS 4,5,7,10&12REHAB 79521	100%				\$ 136,963	1.21	\$ 165,923	\$ -	\$ 165,923
WTR SUPPLY WELL 13 REHAB 79522	100%				\$ 27,462	1.21	\$ 33,269	\$ -	\$ 33,269
LAVAL R-CAMERA 1000XLT DL VIEW 79693					\$ 3,653	1.18	\$ 4,294	\$ 4,294	\$ -
MOTOROLA RADIO APX4000 79552					\$ 468	1.21	\$ 567	\$ 567	\$ -
MOTOROLA RADIO APX4000 79553					\$ 468	1.21	\$ 567	\$ 567	\$ -
MOTOROLA RADIO APX4000 79554					\$ 468	1.21	\$ 567	\$ 567	\$ -
MOTOROLA RADIO APX4000 79555					\$ 468	1.21	\$ 567	\$ 567	\$ -
MOTOROLA RADIO APX4000 79556					\$ 468	1.21	\$ 567	\$ 567	\$ -
MOTOROLA RADIO APX4000 79557					\$ 468	1.21	\$ 567	\$ 567	\$ -
MOTOROLA RADIO APX4000 79558					\$ 468	1.21	\$ 567	\$ 567	\$ -
MOTOROLA RADIO APX4000 79559					\$ 468	1.21	\$ 567	\$ 567	\$ -
MOTOROLA RADIO APX4000 79560					\$ 468	1.21	\$ 567	\$ 567	\$ -
MOTOROLA RADIO APX4000 79561					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79562					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79563					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79564					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79565					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79566					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79567					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79568					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79569					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79570					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79571					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79572					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79573					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79574					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79575					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79576					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79577					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79578					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79579					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79580					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79581					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79582					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79583					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79584					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79585					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79586					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79587					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79588					\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79589					\$ 468	1.18	\$ 550	\$ 550	\$ -

Fixed Assets

Schedule 1

		Water		Sewer						
Asset Description		Supply/ Treatment Allocation	Transmission Allocation	Collection Allocation	Treatment Allocation	Net Book Value	ENR Escalation Factor	RCNLD	Contributed/Excluded Assets	Net Assets Included
MOTOROLA RADIO APX4000 79590						\$ 468	1.18	\$ 550	\$ 550	\$ -
MOTOROLA RADIO APX4000 79591						\$ 468	1.18	\$ 550	\$ 550	\$ -
LIFT STATION 15E 79758				100%		\$ 231,000	1.18	\$ 271,530	\$ -	\$ 271,530
GEN 25 @ LIFT STATION 15E 79759				100%		\$ 19,500	1.18	\$ 22,921	\$ -	\$ 22,921
WWDS IMPVT-CORAL LAGO 79760			100%			\$ 520,231	1.18	\$ 611,508	\$ -	\$ 611,508
WTR MAIN IMPVT-CORAL LAGO 79761			100%			\$ 697,947	1.18	\$ 820,405	\$ -	\$ 820,405
FIRE HYDRANTS FY18 80339						\$ 19,026	1.18	\$ 22,364	\$ 22,364	\$ -
DOWNTOWN W&S IMPROVEMENTS 80348			100%			\$ 371,285	1.18	\$ 436,428	\$ -	\$ 436,428
DOWNTOWN W&S IMPROVEMENTS 80350				100%		\$ 1,095,654	1.18	\$ 1,287,892	\$ -	\$ 1,287,892
LIFT STATION REHAB 21C 80351				100%		\$ 872,675	1.18	\$ 1,025,791	\$ -	\$ 1,025,791
SEWER REHAB FY18 80352				100%		\$ 731,018	1.18	\$ 859,279	\$ -	\$ 859,279
WTR MAIN RPLMT NW 110TH 80355			100%			\$ 712,928	1.18	\$ 838,015	\$ -	\$ 838,015
WATER MAIN REPLACEMENT 80356			100%			\$ 1,814,731	1.18	\$ 2,133,135	\$ -	\$ 2,133,135
WATER MAIN REPLACEMENT 80357			100%			\$ 756,743	1.18	\$ 889,518	\$ -	\$ 889,518
FORCE MAIN INSTALLATION 80358				100%		\$ 98,664	1.18	\$ 115,976	\$ -	\$ 115,976
FORCE MAIN INSTALLATION 80359				100%		\$ 434,710	1.18	\$ 510,982	\$ -	\$ 510,982
REHAB OF LIFT STATION 18C 80360				100%		\$ 178,843	1.18	\$ 210,222	\$ -	\$ 210,222
REHAB OF LIFT STATION 17C 80361				100%		\$ 205,958	1.18	\$ 242,094	\$ -	\$ 242,094
REHAB OF LIFT STATION 17A 80362				100%		\$ 550,926	1.18	\$ 647,589	\$ -	\$ 647,589
REHAB OF LIFT STATION 14E 80363				100%		\$ 200,373	1.18	\$ 235,530	\$ -	\$ 235,530
WILES RD UTILITY RELOCATION 80367			100%			\$ 641,802	1.18	\$ 754,410	\$ -	\$ 754,410
1 DELL OPTIPLEX 7060 MT 80556						\$ 196	1.18	\$ 230	\$ 230	\$ -
1 DELL OPTIPLEX 7060 MT 80557						\$ 196	1.18	\$ 230	\$ 230	\$ -
1 DELL OPTIPLEX 7060 80673						\$ 192	1.18	\$ 225	\$ 225	\$ -
SEE SNAKE REEL 80724						\$ 2,033	1.18	\$ 2,390	\$ 2,390	\$ -
SEE SNAKE MONITOR 80725						\$ 2,815	1.18	\$ 3,309	\$ 3,309	\$ -
DELL 30" MONTR- TEMP@4150 SITE 80925						\$ 168	1.18	\$ 197	\$ 197	\$ -
ROTARY ACTUATOR W HDWR 80926						\$ 1,134	1.18	\$ 1,333	\$ 1,333	\$ -
NEPTUNE TRIMBLE NOMAD 1050LE 80981						\$ 1,994	1.18	\$ 2,344	\$ 2,344	\$ -
GALVANIZED WATER REPLACEMENT 81070			100%			\$ 804,670	1.15	\$ 927,741	\$ -	\$ 927,741
SEWER REHAB FY19 81072				100%		\$ 640,415	1.15	\$ 738,363	\$ -	\$ 738,363
T MS SURFACE PRO-M PAGE GROUP 81162						\$ 752	1.15	\$ 867	\$ 867	\$ -
T MS SURFACE PRO 81163						\$ 752	1.15	\$ 867	\$ 867	\$ -
T MS SURFACE PRO 81164						\$ 752	1.15	\$ 867	\$ 867	\$ -
2 PANASONIC TOUGHBOOK CF-31144 81952						\$ 7,450	1.15	\$ 8,589	\$ 8,589	\$ -
6 HP LASERJET M612X 82259						\$ 1,058	1.15	\$ 1,220	\$ 1,220	\$ -
T MS SURFACE PRO 7 82311						\$ 695	1.15	\$ 801	\$ 801	\$ -
T MS SURFACE PRO 7 82312						\$ 695	1.15	\$ 801	\$ 801	\$ -
RAW WTR WELL RPLMT FY 18/19/20 82385	100%					\$ 782,287	1.13	\$ 887,172	\$ -	\$ 887,172
RAW WTR WELL DESIGN FY18/19/20 82386	100%					\$ 542,975	1.13	\$ 615,775	\$ -	\$ 615,775
RAW WTR WELL REPLMT 18/19/20 82387	100%					\$ 2,262,104	1.13	\$ 2,565,397	\$ -	\$ 2,565,397
GALVANIZE WTR REPLACEMENT 82388			100%			\$ 412,178	1.13	\$ 467,441	\$ -	\$ 467,441
WILES RD UTILITY RELOCATION 82389			100%			\$ 942,397	1.13	\$ 1,068,749	\$ -	\$ 1,068,749
SEWER REHAB FY20 82390				100%		\$ 432,264	1.13	\$ 490,220	\$ -	\$ 490,220
FIRE HYDRANTS FY20 82396						\$ 19,927	1.13	\$ 22,599	\$ 22,599	\$ -
LIME SLURRY PUMP 1 82457	100%					\$ 14,805	1.13	\$ 16,790	\$ -	\$ 16,790
LIME SLURRY SPARE PUMP 2-6 82458	100%					\$ 14,805	1.13	\$ 16,790	\$ -	\$ 16,790
ROTARY ACTUATOR W/ HARDWARE 82586						\$ 6,440	1.13	\$ 7,304	\$ 7,304	\$ -
ROTARY ACTUATOR W/ HARDWARE 82587						\$ 6,440	1.13	\$ 7,304	\$ 7,304	\$ -
MEADOWS & DELLS DRAINAGE 82610						\$ 724,161	1.13	\$ 821,253	\$ 821,253	\$ -
SEWER REHAB FY21 82613				100%		\$ 800,913	1.07	\$ 858,548	\$ -	\$ 858,548
GALV WATER SERVICE REP SECT 14 82614			100%			\$ 531,718	1.07	\$ 569,981	\$ -	\$ 569,981
CAST IRON WTR REPL-NW 40TH STR 82615			100%			\$ 751,024	1.07	\$ 805,069	\$ -	\$ 805,069
3 PANASONIC TOUGHBOOK 82916						\$ 3,474	1.07	\$ 3,724	\$ 3,724	\$ -
3 PANASONIC TOUGHBOOK 82917						\$ 3,474	1.07	\$ 3,724	\$ 3,724	\$ -
1 DELL PRECISION 3440 82918						\$ 4,000	1.07	\$ 4,288	\$ 4,288	\$ -
1 DELL OPTIPLEX 7080 82919						\$ 1,000	1.07	\$ 1,072	\$ 1,072	\$ -

Fixed Assets

Schedule 1

Asset Description	Water		Sewer		Net Book Value	ENR Escalation Factor	RCNLD	Contributed/Excluded Assets	Net Assets Included
	Supply/ Treatment Allocation	Transmission Allocation	Collection Allocation	Treatment Allocation					
1 DELL OPTIPLEX 7080 82920					\$ 1,000	1.07	\$ 1,072	\$ 1,072	\$ -
1 DELL OPTIPLEX 7080 82921					\$ 1,000	1.07	\$ 1,072	\$ 1,072	\$ -
1 DELL OPTIPLEX 7080 82922					\$ 1,000	1.07	\$ 1,072	\$ 1,072	\$ -
1 DELL OPTIPLEX 7080 82923					\$ 1,000	1.07	\$ 1,072	\$ 1,072	\$ -
1 DELL OPTIPLEX 7080 82924					\$ 1,000	1.07	\$ 1,072	\$ 1,072	\$ -
1 DELL OPTIPLEX 7080 82925					\$ 1,000	1.07	\$ 1,072	\$ 1,072	\$ -
Construction in Progress									
CIP 189002 LS 14A/17B/19C/20C 80366			100%		\$ 112,823	1.18	\$ 132,618	\$ -	\$ 132,618
CIP 189002 LS REHAB FY 19 81073			100%		\$ 23,108	1.15	\$ 26,642	\$ -	\$ 26,642
CIP 191818 STORM WTR IMP FY20 82382					\$ 301,476	1.15	\$ 347,586	\$ 347,586	\$ -
CIP 204002 WESTCHESTER DRAINAG 82384					\$ 84,660	1.13	\$ 96,011	\$ 96,011	\$ -
CIP 159010 E/W BOOSTER STN IMP 82616		100%			\$ 56,400	1.07	\$ 60,459	\$ -	\$ 60,459
CIP 169006 LS14A/17B/19C/20C 82391			100%		\$ 45,896	1.13	\$ 52,050	\$ -	\$ 52,050
CIP 189002 LS14A/17B/19C/20C 82392			100%		\$ 31,730	1.13	\$ 35,984	\$ -	\$ 35,984
CIP 403003 GALV WTR SRVC FY21 82617		100%			\$ 49,266	1.07	\$ 52,811	\$ -	\$ 52,811
CIP 199009/189007 NW 35TH 82618		100%			\$ 197,842	1.07	\$ 212,079	\$ -	\$ 212,079
CIP 169006 LS14A,17B,19/20C 21 82619			100%		\$ 359,774	1.07	\$ 385,663	\$ -	\$ 385,663
CIP 189002 LS14A,17B,19/20C 21 82620			100%		\$ 248,443	1.07	\$ 266,321	\$ -	\$ 266,321
CIP 199004 LS14A,17B,19/20C 21 82621			100%		\$ 1,400,000	1.07	\$ 1,500,746	\$ -	\$ 1,500,746
CIP 204002 WESTCHESTER DRNG 21 82611					\$ 30,487	1.07	\$ 32,681	\$ 32,681	\$ -
CIP 194000 STORM WTR IMR FY21 82612					\$ 473,167	1.07	\$ 507,217	\$ 507,217	\$ -
CIP 403004 LS14A,17B,19/20C 21 82622			100%		\$ 1,044,683	1.07	\$ 1,119,859	\$ -	\$ 1,119,859
					\$ 59,891,599		\$ 84,506,550	\$ 5,240,471	\$ 79,266,079

Water Treatment Cost

Schedule 2

Description	Total Cost
General Conditions (8% of Base Bid)	\$ 4,248,000
Miscellaneous Civil, Demo, Yard Piping, Etc.	\$ 6,157,000
Eastern Wells	\$ 13,776,100
Pre-Treatment Components	\$ 2,377,000
Membrane Treatment System	\$ 2,734,000
Post-Treatment Components	\$ 884,000
Concentrate Disposal	\$ 24,445,000
Electrical and I&C	\$ 2,723,000
Subtotal	\$ 57,344,100
Overhead, Profit, Contingency	\$ 16,449,000
TOTAL (rounded)	\$ 73,793,100
Design, Permitting and SDC	\$ 7,454,000
OPINION OF PROBABLE CONSTRUCTION COST (rounded)	\$ 81,247,100

* Provided by CHA via the City on 2/14/23

Wastewater Investment Analysis

Schedule 3

Effective Investment in Broward County Facilities For Reserved Wastewater Treatment & Disposal Capacity		FY 2023 Budget
FY 2022 Treatment Debt Service Charges	\$	2,903,356
FY 2022 Transmission Debt Service Charges	\$	960,273
Total Annual Debt Service Charges for 9.79 MGD Reserved Capacity	\$	3,863,629
Average Amortization Period (Years) of Broward County Debt		25
Assumed Average Interest Rate		5.0%
Effective Net Investment/Cost of Reserved Capacity	\$	54,453,773

Water System Impact Fee Calculation

Schedule 4

Functional Component:	Supply/ Treatment	Transmission	Total
Gross Plant in Service Value	\$ -	\$ 25,531,038	\$ 25,531,038
Capital Improvement Cost	81,247,000	1,650,000	82,897,000
Gross System Value	\$ 81,247,000	\$ 27,181,038	\$ 108,428,038
Less:			
Principal Credit	\$ 10,470,512	\$ 4,273,642	\$ 14,744,154
Net System Value	\$ 70,776,488	\$ 22,907,396	\$ 93,683,884
<i>Fee Calculation:</i>			
Capacity			
Million Gallons Per Day (MGD)	9.09	9.09	
Level of Service (gpd)	300	300	
Equivalent Residential Units	30,303	30,303	
Capacity Cost per ERU	\$ 2,336	\$ 756	\$ 3,092
Allowance for Contingency	\$ 2,336	\$ 756	\$ 3,092
Percentage of Full Cost Recovery			100.00%
Escalation Factor to Effective Year			0.00%
Calculated Fee per ERU	\$ 2,336	\$ 756	\$ 3,092
Current Fee per ERU	816	467	1,283
Dollar Change			\$ 1,809
Percent Change			141%

Wastewater System Impact Fee Calculation

Schedule 5

Functional Component:	Collection	Treatment	Total
Gross Plant in Service Value	\$ 25,632,326	\$ 54,453,773	\$ 80,086,099
Capital Improvement Cost	-	-	-
Gross System Value	\$ 25,632,326	\$ 54,453,773	\$ 80,086,099
Less:			
Principal Credit	\$ 1,468,910	\$ -	\$ 1,468,910
Net System Value	\$ 24,163,416	\$ 54,453,773	\$ 78,617,189
<i>Fee Calculation:</i>			
Capacity			
Million Gallons Per Day (MGD)	9.79	9.79	
Level of Service (gpd)	300	300	
Equivalent Residential Units	32,633	32,633	
Capacity Cost per ERU	\$ 740	\$ 1,669	\$ 2,409
Allowance for Contingency	\$ 740	\$ 1,669	\$ 2,409
Percentage of Full Cost Recovery			100.00%
Escalation Factor to Effective Year			0.00%
Calculated Fee per ERU	\$ 740	\$ 1,669	\$ 2,409
Current Fee per ERU	304	1,057	1,361
Change			\$ 1,048
Percent Change			77%

Summary Sheet

Agenda Item: 22.

Meeting Date: September 12,
2024

Subject: Technology Related Items and Services (Stephen Dyer)

Requested Action:

Request to award contract 24-H-291M for Technology Related Items and Services utilizing Sourcewell Contract RFP# 121923 to **CDW Government, LLC** of Vernon Hills, Illinois from date of award through February 27, 2028 with the option to renew for three (3) additional one (1) year terms. The estimated annual expenditure is \$2,000,000.

Funding Source: Approved Capital and Approved Operating Budgets.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.

(REQUEST TO AWARD)

Funding Source: Approved Capital and Approved Operating Budget

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)
[#1 - CDW Government Agreement](#)

Background / Description:

The City has an ongoing need to purchase technology related items and services throughout the year. The Purchasing Division seeks out the lowest cost methods of procuring these items. Many of the larger states in the United States have created Governmental Co-Operatives and as a cost and time saving measure bid out commonly utilized equipment and services.

The State of Minnesota's Procurement Office through Sourcewell put out a competitive bid for Technology Related Items and Services. Contracts were awarded to CDW Government, LLC. This contract is available to all government agencies at lower costs due to the size of the bids.

Some of the current technology projects this contract will be utilized for include the following:

- Yearly reoccurring maintenance of \$600,000
- Microsoft yearly licenses of \$775,000
- Panasonic and Apple Hardware of \$150,000/yearly
- Various Cybersecurity Software

The Information Technology Department and the Purchasing Division recommend the award of the contract for the purchase of Technology Related Items and Services utilizing Sourcewell Contract RFP#

081419 to CDW Government, LLC of Vernon Hills, Illinois from date of award through February 27, 2028, with the option to renew for three (3) additional one (1) year terms.

Presenting: Stephen Dyer

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: September 12, 2024
Department: Financial Services
Initiated By: Monica Edman
DOC ID: 2394

<u>SUBJECT:</u>	Technology Related Items and Services (Stephen Dyer)
<u>PLACEMENT:</u>	Policy
<u>REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES)</u>	Request to award contract 24-H-291M for Technology Related Items and Services utilizing Sourcewell Contract RFP# 121923 to CDW Government, LLC of Vernon Hills, Illinois from date of award through February 27, 2028, with the option to renew for three (3) additional one (1) year terms. The estimated annual expenditure is \$2,000,000.00. Funding Source: Approved Capital and Approved Operating Budgets Strategic Goal: Innovative, High Performing and Sustainable Organization (REQUEST TO AWARD)
<u>ATTACHMENTS:</u>	#1 - CDW Government Agreement

BACKGROUND / DESCRIPTION:

The City has an ongoing need to purchase technology related items and services throughout the year. The Purchasing Division seeks out the lowest cost methods of procuring these items. Many of the larger states in the United States have created Governmental Co-Operatives and as a cost and time saving measure bid out commonly utilized equipment and services.

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- Panasonic and Apply Hardware of \$150,000/yearly
- Various Cybersecurity Software

The Information Technology Department and the Purchasing Division recommend the award of the contract for the purchase of Technology Related Items and Services utilizing Sourcewell Contract RFP# 081419 to CDW Government, LLC of Vernon Hills, Illinois from date of award through February 27, 2028, with the option to renew for three (3) additional one (1) year terms.

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND CDW
GOVERNMENT LLC FOR TECHNOLOGY CATALOG EQUIPMENT, PRODUCTS
AND SERVICES VIA SOURCEWELL CONTRACT**

THIS IS AN AGREEMENT, dated this _____ day of _____, 2024, by
and between:

CITY OF CORAL SPRINGS
a Florida municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter “CITY”)

and

CDW GOVERNMENT LLC
a limited liability company
230 North Milwaukee Avenue
Vernon Hills, Illinois 60061
(hereinafter “CONTRACTOR”)

WHEREAS, CITY has the need to procure a qualified contractor to provide Technology Catalog Equipment, Products and Services via Sourcewell Contract; and

WHEREAS, Sourcewell, a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (hereinafter “Sourcewell”), competitively bid for technology-related items and services (Solicitation Number: RFP# 121923); and

WHEREAS, CONTRACTOR submitted a Bid in response to Sourcewell’s RFP; and

WHEREAS, after receipt of a qualified bid from CONTRACTOR, Sourcewell entered into a contract with CONTRACTOR for a term up to and including February 27, 2028 to provide technology-related items and services, which Contract is attached hereto and made a part hereof as Exhibit “A;” and

WHEREAS, CITY has reviewed the scope of services of the competitively bid Sourcewell Contract, and has determined that it is an agreement that can be utilized by CITY to provide technology-related items and services; and

WHEREAS, the Sourcewell Contract allows CONTRACTOR to enter into an agreement for technology-related items and services with CITY under an arrangement where CITY establishes this Agreement based on the contract developed and executed by Sourcewell, and Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, which authorizes CITY to procure these services through such an arrangement; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Sourcewell Contract in providing technology-related items and services for CITY; and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this agreement based on the contract developed and executed by Sourcewell; and

WHEREAS, at its meeting of September 12, 2024, the City Commission of the City of Coral Springs authorized the appropriate City officials to enter into an agreement with CONTRACTOR by establishing this agreement based on the contract developed and executed by Sourcewell;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. Attached hereto and made a part hereof as Exhibit “A” is the Sourcewell Contract as referred to above. The prices, terms, and conditions of the Sourcewell Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the Sourcewell Contract, except said services shall be performed in and for CITY.

B. All references to Vendor in the Sourcewell Contract shall be considered the CONTRACTOR for purposes of this Agreement.

C. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065,

GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.
- (2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.
- (3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
- (4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

D. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

E. Paragraph 16 of the Sourcewell Contract, entitled “Governing Law, Jurisdiction, and Venue”, shall be amended to read as follows:

Florida law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Broward County or federal court in Fort Lauderdale, Florida.

SECTION 3. In all other respects, the terms and conditions of the Sourcewell Contract attached hereto as Exhibit “A” are hereby ratified and shall remain in full force and effect under this Agreement, as provided by its terms.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the CITY OF CORAL SPRINGS and CDW GOVERNMENT LLC have hereunto set their hands and seals on the dates written below.

ATTEST:

CITY OF CORAL SPRINGS

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Andrew B. Dunkiel

ANDREW B. DUNKIEL
Deputy City Attorney

CDW GOVERNMENT LLC

By:  _____


JH

Title: VP Contracting Operations

Print Name: Dario Bertocchi

Exhibit A



Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY.

1. *Product Warranty.* Supplier is not the manufacturer of the Products purchased by Participating Entities hereunder and the only warranties offered are those of the manufacturer, not Supplier or its Affiliates. In purchasing the Products, the Participating Entity relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its Affiliates. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Supplier, and its dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

2. *Services Warranty.* Supplier warrants that the Services will be performed in a good and workmanlike manner. Participating Entity's sole and exclusive remedy with respect to this warranty will be at the sole option of Supplier to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Participating Entity related to the portion of the Services not in substantial compliance; provided in each case Participating Entity notifies Supplier in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Supplier or any of its affiliates or its or their personnel. Participating Entity shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost or damaged or corrupted during the performance of Services.

3. *Third-Party Services.* Certain services, such as extended warranty service by manufacturers, are sold by Supplier as a distributor or sales agent ("Third Party Services"). In the case of Third-Party Services, the third party will be the party responsible for providing the services to the Participating Entity and the Participating Entity will look solely to the third party for any loss,

claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third-Party Services which may be collected by Supplier will be collected solely in the capacity as an independent sales agent.

4. *Cloud Services*. It is acknowledged that Participating Entities are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Participating Entities and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Participating Entities and shall look solely to the Cloud Service Provider for any loss, claims, or damages arising from or related to the provision of such Cloud Services.

C. DEALERS, AND DISTRIBUTORS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, or distributors relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities in accordance with Supplier's Return Policy, which is available at: <https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-ca/help-centre/cdw-global-returns-policy.pdf>. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and

Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional commercial terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities as indicated in Question #70 of its Proposal. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in Question #70 of the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. Sourcewell may not conduct such an audit more than one time per twelve month period during the term, and will provide thirty day advance written notice of the audit to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
5. *License to Software.* All rights in software resold pursuant to this Contract will remain with the applicable licensor. Participating Entity's rights to use such

software are contained in the applicable license agreement between the Participating Entity and the licensor.

6. *License to Work Product.* Participating Entity's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Participating Entity's internal use. Participating Entity obtains no ownership or other property rights thereto. Participating Entity agrees that Supplier may incorporate intellectual property created by third parties into the Work Product and that Participating Entity's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on, or included in, another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

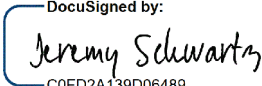
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

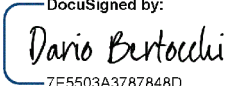
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

CDW Government LLC

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/13/2024 | 9:46 PM CDT

DocuSigned by:

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By: _____
Dario Bertocchi
Title: Vice President Contract Operations
Date: 3/13/2024 | 2:12 PM PDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: CDW Government LLC
Address: 230 N. Milwaukee Ave
Vernon Hills, IL 60061
Contact: Debb Atnip
Email: debb.atnip@cdw.com
Phone: 214-729-9078
HST#: 36-4230110

Submission Details

Created On: Tuesday October 31, 2023 11:16:38
Submitted On: Monday December 18, 2023 12:20:13
Submitted By: Debb Atnip
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Transaction #: ca649e7b-2159-475b-8908-c8f54b878ee1
Submitter's IP Address: 136.226.85.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CDW Government LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CDW Government LLC (CDW•G) is a leading multi-brand provider of technology solutions to public sector customers. CDW Canada is a leading provider of technology solutions for business, government, education, and healthcare in Canada. Both CDW•G and CDW Canada are wholly owned subsidiaries of CDW LLC (CDW).	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CDW Government	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier: PHZDZ8SJ5CM1	*
5	Proposer Physical Address:	230 N. Milwaukee Avenue, Vernon Hills, IL 60061	*
6	Proposer website address (or addresses):	www.cdwg.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dario Bertocchi Vice President, Contract Operations 230 N. Milwaukee Ave Vernon Hills, IL 60061 Dario.Bertocchi@cdw.com 203.851.7049	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Debb Atnip Manager, Education Capture and Growth 11555 Westlawn Ln Frisco, TX 75033 Debb.Atnip@cdw.com 214.729.9078	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Freda Hill Senior Manager, Proposals 230 N. Milwaukee Ave Vernon Hills, IL 60061 Fredira@cdw.com 312.705.5582	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	CDW LLC (CDW) was founded in 1984 and is currently ranked 166 on the Fortune 500 with multi-national capabilities. CDW is a leading multi-brand complete technology solution and services provider to business, government, education, and healthcare organizations in the United States, Canada, and the United Kingdom, with approximately 15,000 coworkers, more than 250,000 active customer accounts, and \$24 billion in net sales in 2022. CDW is ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. A technology-neutral company with more than three decades of experience building extensive relationships throughout the industry, CDW offers a product portfolio with more than 100s of thousands of technology offerings covering all original equipment manufacturers, software publishers, cloud & service providers (OEMs). CDW provides products and solutions through its sales and service delivery teams, with	

almost 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists, and advanced service delivery engineers.

In 1998, CDW recognized the need to build specialized sales and technical teams to support the unique needs of the federal, state and local government, education, and healthcare markets. CDW created a wholly owned subsidiary, CDW Government LLC (CDW•G) which today has more than 1,500 inside and field account managers supporting public customers across the nation. Broken out by customer end-markets, our account teams cover state and local government, K-12, higher education, or healthcare to ensure they understand customer priorities, specialized solutions, and desired outcomes. In 2003, CDW expanded its footprint to offer the same capabilities for business, government, education, and healthcare customers throughout Canada. In 2023, CDW Canada was recognized as the #1 Canadian Solution Provider of the Year on Channel Daily News' Top 100 Solution Providers list for the 9th year in a row.

CDW•G and CDW Canada have experienced a highly successful partnership with Sourcewell through its current Technology Solutions contract. Our growth under the incumbent Sourcewell contract was consistently outpaced by real sales, outpaced our forecasts, fueled by increased Sourcewell Member adoption and increased sales engagement.

CDW's combined strength through its e-procurement integration systems, world-renowned logistics practices, and consistent ease of purchase experience allow us to reduce procurement complexity, helping customers get what they need when they need it, with the least number of steps possible.

Core Values: CDW's code of business conduct and ethics, the CDW Way Code, sets forth the standards of behavior necessary to ensure we live up to our values. These are the values we use to guide our behavior toward each other, our customers, our partners, and our communities. The CDW Way Code directs that:

- We run our business with passion and integrity.
- We empower others to do their jobs.
- We keep our commitments.
- We treat others with respect.
- We resolve conflict directly.
- We listen.
- We include stakeholders in the decision process.
- We live our "philosophies of success" every day.
- We make things happen.

Business Philosophy: CDW's strong customer focus is reflected in our core philosophy, the CDW Circle of Service, which means that everything we do – including sales, product and partner management, operations, marketing, technology services, coworker services, information technology, and finance and legal – revolves around the customer. Our Philosophies of Success include:

- It's only good if it's win/win.
- Good luck many times comes disguised as hard work.
- People do business with people they like.
- Perfection is unattainable. If you strive for perfection, you'll achieve excellence.
- Pay attention to your weaknesses. If you dwell on your successes, you will suffocate on your weaknesses.
- Success means never being satisfied.

Our objective is to have companies view us as a valued extension of their IT staffs. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our market research teams work with a third-party research firm to measure and track customer loyalty and satisfaction through periodic customer surveys. Survey feedback is used by senior leadership to create action and development plans for continuous improvement.

Commitment to Diversity: CDW takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where our dedication to our values of trust, connection and commitment are evident and where belonging is an everyday experience for all our coworkers, customers, business partners and communities. CDW is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations.

For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. Our Business Resource Groups bring coworkers together around topics that matter and empower them to make an impact on our culture. Through workshops, informal discussions, and other forums, CDW leaders learn best practices for cultivating DEI. Townhalls and similar events bring coworkers together for conversations about DEI and belonging. And our organization-wide education and awareness platform cultivates awareness to help

coworkers understand their role in our culture.

In our supply chain, we are committed to maintaining an industry-leading business diversity program – our spend with small and diverse businesses totaled \$3.5 billion in 2022 and more than \$24 billion since the program's inception in 2007. We have achieved membership in the Billion Dollar Roundtable, an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned business on a first-tier basis.

In our communities, we have focused our social impact commitments around digital equity to help close the digital divide. Our social impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world.

Environmental Responsibility: CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

Given CDW's role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We also regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents when used

- Recycling and composting of cafeteria waste

- Elimination of plastic bottles from vending machines in our offices and warehouses

- Elimination of single-use plastic cups

- Company-wide internal toner cartridge recycling program

- Recycling centers on each floor of our office locations

- Recycling chutes for certain materials at our distribution centers

- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

Global Social Impact: CDW makes technology work so people can do great things. When it comes to the impact we have on our communities, we know greatness happens when everyone has equitable opportunities. We work to build coworker pride through community involvement, reducing barriers to participate and offering equitable social impact benefits. This includes:

- 8 hours paid time off per year to volunteer in the community. Coworkers have used this time to support more than 1,400 diverse nonprofit organizations worldwide.

- Matching gifts programs up to \$2,000 per coworker per year. CDW has contributed more than \$1 million in matching contributions through our donor-advised fund. Coworkers are encouraged to give to the nonprofit or charity of their choosing to participate in the Matching Gift Program.

- CDW's Legacy Excellence Program is a coworker-led program created in partnership with the Thurgood Marshall College Fund. CDW's Legacy Excellence Program supports Historically Black Colleges and Universities (HBCUs) and HBCU student scholars through investing in technology and providing leadership fellowships, scholarships, experiences, education, and career opportunities.

- Business Resource Groups provide professional development, informal mentoring, and networking opportunities to more than 3,700 coworker members in the U.S. and Canada and a forum for coworkers to build awareness, celebrate their affinity area, collaborate, and provide business perspective on diversity and inclusion initiatives at CDW. Our eight North American Business Resource Groups, each with a unique focus, are open to all U.S. and Canadian coworkers and are briefly described below:

- Alliance for Business Leading Equality (ABLE) advocates and educates for an accessible environment for all.

- Black Excellence Unlimited (BeU) provides resources and development

opportunities to help achieve excellence with a positive impact on our coworkers, customers, and communities.

Business Resource Alliance Valuing Equality (BRAVE) members work to assemble the building blocks for LGBTQ+ inclusion, connection, and potential for impact within CDW.

Business Resource Inclusion and Diversity Group for Everyone (BRIDGE) seeks to foster connections and mentorships across CDW for coworkers from all roles and walks of life.

Hispanic Organization for Leadership & Achievement (HOLA) helps foster professional development and community involvement in support of the professional growth and multiracial nature of Latin Americans.

Military & Allies Resource Council (MARC) seeks to develop and support coworkers who are serving or have served our country and those who support them to strengthen connections through community.

Pan Asian Council (PAC) members work to build a diverse community that enables personal and professional development opportunities for Pan Asian coworkers.

Women's Opportunity Network (WON) aims to promote an environment where women succeed at all levels personally and professionally.

Unite BRG - UNITE is a CDW Canada Business Resource Group (BRG) designed to foster meaningful human connections, with a priority on professional development, community engagement and diversity, equity & inclusion.

11	What are your company's expectations in the event of an award?	CDW•G's Sourcewell Technology Solutions contract has a history of success and growth, and we expect nothing less with the award of Sourcewell's next generation contract for Technology Products and Services with Related Solutions. We expect to see continued growth and adoption of this Sourcewell contract as technology solutions and services become more important than ever to help public entities achieve their missions. We forecast the contract revenue to grow at a faster pace than our 5-year compounded annual growth under the incumbent contract. Working together with our strategic partners, across business units and practice areas within CDW, and in collaboration with Sourcewell, we envision unparalleled success through the delivery of technology solutions and services to meet and exceed the needs of Sourcewell Members today, tomorrow, and well into the future through growth, collaboration, and partnership. Growth Actively engage with CDW•G's Contract Growth and Success team to help increase understanding and use by Sourcewell Members and CDW•G sales teams through the implementation of customizable flyers, topical webinars, and recurring training. Sourcewell Member adoption via customer-specific, stretch agreements is a key part of our growth strategy. Align with CDW•G business development managers from across state and local government, K-12, and Higher Education, in areas of historically low engagement or adoption, to drive improved outcomes for these Sourcewell Members. Drive continued collaboration between Canoe Procurement Group of Canada and CDW Canada to identify and engage new customers, while expanding contract use with current customers. Identify opportunities to highlight the Sourcewell contract as a viable alternative to Sourcewell Members generating their own solicitations for complex solutions Collaboration Working together, Sourcewell Members and CDW•G will continue to increase revenue and adoption of the contract amongst Sourcewell Members. In addition, we will partner with Sourcewell to determine strong Sourcewell Member adopters, outside of CDW•G's existing customer set for an introduction. Creation of co-branded marketing and Sourcewell Member engagement through collaborative presentations, online articles, and podcasts for the U.S. and Canada. Partnership As one of the longest-tenured Sourcewell vendors and one of the largest in terms of revenue volume, CDW•G provides access to extensive resources. We actively participate in support of Sourcewell with regular leadership and operational meetings, attendance and engagement at H2O, Sourcewell's annual vendor conference, and participation on the Vendor Advisory Board. Mandi Maricque, Senior Program Manager within CDW•G's Program Management team, continues as Sourcewell's primary point of contact. Her knowledge and understanding of Sourcewell combined with her expertise and background in contracts administration, contributes to a win-win for Sourcewell and CDW•G. Working with Sourcewell, Mandi executes Sourcewell Member initiatives such as collecting data for BuySourcewell, co-developing messages and training materials, and leveraging Sourcewell resources and programs to further educate and support Sourcewell Members. Anup Sreedharan, Senior Manager, Program Sales, will continue his engagement as a member of Sourcewell's Vendor Advisory Board as well as primary liaison with CDW•G senior leadership.
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12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident that CDW•G – a subsidiary of CDW LLC, a publicly-owned Fortune 500 company which trades under the ticker symbol “CDW” on the NASDAQ Stock Exchange – has the financial strength and stability to support Sourcewell Members today and throughout the life of this contract. CDW posted record net sales of \$24 billion in 2022, a 14 percent increase from then-record 2021 sales of \$21 billion, with excellent profitability. Each profit category – gross profit, Non-GAAP net income, and Non-GAAP net income per share, increased 20 percent or more. As seen below, net sales for CDW have increased steadily over the past six years. 2022: \$24.0 billion 2021: \$21.0 billion 2020: \$18.5 billion 2019: \$18.0 billion 2018: \$16.2 billion 2017: \$14.8 billion Overall, CDW has realized a 10 percent Net Sales Compound Annual Growth Rate (CAGR) over the past five years, and a 13 percent Non-GAAP operating income (NGOI) Compound Annual Growth rate over the same period. We believe the primary factor ensuring our financial stability and separating us from our competitors is our balanced approach to business. We do not rely solely on any one segment, customer, partner, technology, or solution. In our U.S. business, which represents approximately 90 percent of our revenues, we currently have five dedicated business units – corporate, small business, government, education, and healthcare – each of which generated \$1.9 billion or greater in Net Sales in 2022. Net Sales to customers in the U.K. and Canada combined generated \$2.9 billion in 2022. In addition, 2022 saw Net Sales of more than \$1.5 billion from each of our five largest vendor partners. Our sales span multiple categories including Notebooks/Mobile Devices (26 percent), Miscellaneous Hardware (19.9 percent), Software (15.5 percent), Network and Communications Products (11.5 percent), Services (7.8 percent), Audio/Video (7.5 percent), Enterprise and Data Storage (5.8 percent), and Desktops (5.4 percent). In November 2022, our Board of Directors approved an 18 percent increase in our annual dividend – the ninth consecutive annual increase since our June 2013 Initial Public Offering (IPO). And in February 2023, our Board authorized \$750 million for share repurchases. Since our IPO our dividend has increased ten-fold and we have returned more than \$5.5 billion to stockholders through share repurchases and dividends. We have uploaded copies of our last four (2019-2022) annual 10-K reports to provide a thorough accounting of our financial health. CDW files a 10-K as required by law, which, along with our complete financial portfolio, is posted on our website.	*
13	What is your US market share for the solutions that you are proposing?	CDW had total net sales in 2022 of approximately \$24 billion, which represents a 5 percent share of its approximately \$460 billion addressable overall market in the U.S., U.K., and Canada. We do not explicitly detail U.S. market share; however, it is similar to the share of the overall market. CDW's net sales in the U.S. in 2022 were \$20.8 billion.	*
14	What is your Canadian market share for the solutions that you are proposing?	CDW Canada's net sales in 2022 was \$1.4 billion, which represents a 2 percent share of its approximately \$77 billion addressable market in Canada. CDW had total net sales in 2022 of approximately \$24 billion, which represents a 5 percent share of its approximately \$460 billion addressable market in the U.S., U.K., and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, neither CDW nor CDW•G has never filed a petition for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CDW•G answers a).If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? CDW•G and CDW Canada – both wholly owned subsidiaries of CDW LLC – are leading multi-brand provider of information technology solutions to business, government, education, and healthcare customers. Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience. CDW•G and CDW Canada are authorized resellers for more than 1,000 original equipment manufacturers, publishers, and service providers. A full listing of our brands can be found at https://www.cdwg.com/content/cdwg/en/brand.html. While we are best described as a reseller, we are also a service provider with extensive offerings detailed in this response.
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17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.
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18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Over more three decades in business, CDW has been consistently recognized for our excellence within the industry as well as creating a positive and successful workplace culture. Below is a selection of recognition received by CDW since 2019: 2023 (as of November): Named to inaugural World's Best Companies list – TIME Recognized as part of World's Best Employers list – Forbes Recognized as a 2024 Best Places to Work in IT – Foundry's Computerworld Named among 2023 Best Places to Work, Best Large Places to Work, Chicago – Built In Recognized as one of America's most JUST Companies – JUST Capital Recognized among America's Top Corporations for Women's Business Enterprises – Women's Business Enterprise National Council (WBENC)

Named among Best Employers for Diversity and Best Employers for New Graduates – Forbes
 Ranked #4 on CRN's 2023 Solution Provider 500 list for 2023 – CRN, a brand of The Channel Company
 Ranked #10 ranking out of 501 premier managed service providers (MSPs) for 2023 – Channel Futures
 Earned a top score of 100 for 2023 – Disability Equality Index (DEI)
 Ranked #37 in the Global Top 100 IT Vendors list for 2022 – Gartner
 CDW and CEO Chris Leahy awarded the CEO Excellence in Gender Equity and Diversity Award – Women Business Collaborative
 Honored with Corporate Champion Award – 1871
 Recognized as part of World's Best Employers list – Forbes
 CDW Canada named Top Solution Provider of the Year – Channel Daily News
 CDW received Channel Innovation Award – Channel Daily News

2022

Named in list of the Best Places to Work in 2022 for large U.S. companies – Glassdoor Employees' Choice Awards
 Named one of the Best Places to Work for Disability Inclusion – 2022 Disability Equality Index®
 Ranked on 2022 MSP 501– Channel Futures
 Selected for 2022 list of World's Best Employers – Forbes
 Named to World's Top Female-Friendly Companies list – Forbes
 Highlighted as part of annual Best Companies for Women list – Fairygodboss
 Named to the 2022 Best for Vets: Employers list – Military Times
 Named to 2022 Best of the Best Top Veteran-Friendly Companies list – U.S. Veterans Magazine
 Ranked #11 of 100 companies for ESG reputation as part of the 2022 RepTrak 100 ESG rankings – Nasdaq
 Ranked 9th among large organizations on the Best Places to Work in IT list – Foundry's Computerworld
 Received Global Customer Value Leadership Award – Frost & Sullivan
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2021

Named in list of the Best Places to Work in 2021 for large U.S. companies – Glassdoor Employees' Choice Awards
 Named to list of America's Best Employers for 2021 – Forbes
 Named as a 2022 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2020

Named as a 2021 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 Named a Culture Champion – MIT Sloan Management Review and Glassdoor Culture 500.
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.

2019

CDW achieved membership in the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.
 Named to Future 50 – Fortune
 Named as a 2020 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 Earned a perfect score of 100 on the Corporate Equality Index – Human Rights Campaign Foundation
 Named a Best for Vets Employer – Military Times
 Recognized as one of the Best Companies for Women in 2019 – Fairygodboss
 Ranked No. 5 on the 2019 edition of the Solution Provider 500 – CRN
 CDW Canada named the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year – Canada's Channel Daily News
 Received an Employees' Choice Award – Glassdoor
 Named one of America's Most JUST Companies for 2020 – Forbes and JUST Capital
 Recognized in Military Friendly Employers list – VIQTORY
 Recognized as one of the Top 60 Veteran and Military-Friendly Employers in 2020– Recruitics
 Named in list of the Best Places to Work in 2020 for large U.S.

		companies – Glassdoor Employees' Choice Awards CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.	
20	What percentage of your sales are to the governmental sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the government sector over the past three years. 2022 CDW: 10.8% CDW•G: 37% CDW Canada: 10.6% 2021 CDW: 10.4% CDW•G: 26% CDW Canada: 9% 2020 CDW: 16.1% CDW•G: 30% CDW Canada: 9.4%	*
21	What percentage of your sales are to the education sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the education sector over the past three years. 2022 CDW: 15.2% CDW•G: 42% CDW Canada: 5.2% 2021 CDW: 19.7% CDW•G: 50% CDW Canada: 6% 2020 CDW: 18.7% CDW•G: 42% CDW Canada: 6.6%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G and CDW Canada actively participate in state, provincial, and cooperative purchasing organizations across Public Sector. Neither CDW•G nor CDW Canada, as a practice, share individual cooperative contracts sales information. A representative listing of organizations and contracts is below. CDW•G: - Alabama Joint Purchasing (ALJP) - BuyQ National Charter School Contract - California Department of General Services (DGS) Laptops/Desktops - California IT in Education Association (CITE) Google Workspace - CalSAVE - Central Indiana Education Services Center (CIESC) - County of Riverside – Microsoft - E&I Cooperative Services - Educational Service Commission of NJ (ESCNJ) - Fairfax County Hardware and Software - Florida Technology Refresh Program – Seminole State College - Illinois Public Higher Education (IPHEC) - Internet 2 Consortium - Iowa Board of Regents - Massachusetts Statewide Contracts – ITS75, ITC73, ITT72, ITS78 - Michigan Computing Program (MMCP) - Mid-South Independent School Business Officers (MISBO) - Midwestern Higher Education Compact (MHEC) - Midwestern Higher Education Compact (MHEC) Massachusetts - NASPO ValuePoint - Audio Video Equipment and Supplies - Cloud Solutions - Software Value Added Reseller (SVAR) - New York City Department of Education (NYC DOE) - New York Office of General Services (NY OGS) - Omnia Partners - Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) - Regional Education Media Centers (REMC) Association of Michigan - School Project for Utility Rate Reduction (SPURR) - Texas Department of Information Resources (DIR) - The Association of Educational Purchasing Agencies (AEPA) - The Interlocal Purchasing System (TIPS) - The Quilt - US Educational Technology Purchasing Alliance (USETPA) - Wisconsin Counties Association (WCA) CDW Canada: - Ontario Education Collaborative Marketplace (OECM) - End-User Computing Devices and Services - Software License Products and Related Services - Networking Products and Related Services - Vulnerability Assessment and Penetration Testing Services - HealthPRO Contract for the Supply of Clinical Procedure Carts - Healthcare Materials Management Services (HMMS) End User Computing Devices and Related Technologies - Kinetic GPO RFSO Contract Information Technology Solutions - Focused Education Resources - End User Computing Devices (EUCD) Agreement - IT Professional Services Agreement - Ontario Ministry of Public and Business Service Delivery IT Security Products & Services - University of Toronto Supply of Apple Products Agreement - BCNET - IT Professional Services Roster for Cybersecurity - Core & Edge Switches - Juniper - IT Professional Services Roster for Network Services - IT Professional Services Roster for Infrastructure Services - Government of British Columbia IT Services Vendor of Record Contracts held by OEM partners under which CDW Canada is enabled: - Centre d'Aquisitions Gouvernementales (CAG) Lenovo Infrastructure Agreement - Cybera Networking Agreement
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds GSA Schedule 70, Contract 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools in the U.S. Annual sales volume for the past three full years are as follows: 2022: \$16,157,839.15 2021: \$19,423,532.00 2020: \$16,483,017.34

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hamilton County Schools	David McNish, E-Rate/Tech Purchasing Admin	423.498.6593	*
Ohio State University	Jen March-Wackers, Executive Director, IUC Purchasing Group	614.688.2289	*
San Diego Sheriff's Department	Ashish Kakkad, Chief Technology Officer	858.692.9089	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Government	Government	New York - NY	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$250MN- \$500MN	*
Education	Education	New York - NY	Chromebooks and Accessories; Device Refresh; AV Solutions and Installation; Print; Server/Storage; Professional Development; Classroom Furniture; Charging Carts; and Software Solutions	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$100MN to \$250MN	*
Government	Government	Pennsylvania - PA	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$193,086,528	*
Education	Education	Illinois - IL	Building Automation Solutions; Software Solutions; AV Solutions and Installation; Server/Storage; Print; Endpoint Security; Chromebooks and Accessories; Device Refresh; Windows Devices; Charging Carts; and Professional Development	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$146,619,213	*
Government	Government	South Carolina - SC	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$142,166,726	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	CDW•G provides a sales force that is segmented to specifically support the unique needs and challenges of Sourcewell Members in business segments including nonprofit, federal government, state and local government, K-12 education, and higher education. A breakdown of our U.S. sales force is as follows: Nonprofit: We are a technology solutions partner to more than 5,000 nonprofit organizations. 50+ dedicated nonprofit strategists and advisors 20+ nonprofit technology specialists Federal Government: We are the largest reseller serving federal agencies. We are a technology partner to defense, intelligence, and civilian agencies with more than two decades of experience. CDWG is also a trusted integrator of National Security Agency (NSA) Commercial Solutions for Classified (CSfC) program. 299 federal-focused account professionals State and Local Government: We are a technology solutions and services provider to state and local governments, public libraries, and first responders. 202 dedicated account professionals K-12: We are a partner and advisor to more than 15,000 schools including public, private, charter, and parochial. 400 dedicated K-12 account professionals 12 strategists and learning environment advisors made up of former educators, administrators, chief technology officers, and instructional technologists 3 education ambassadors covering state departments of education, K-12, and higher education 8 professional development experts 10 Esports specialists Higher Education: We serve more than 2,800 institutes of higher education including large public university systems, small private schools, technical and trade schools, and community colleges. 198 dedicated account specialists Headquartered in Vernon Hills, Illinois, CDW has 53 offices throughout the U.S. and Canada where CDW•G and CDW Canada sales force support Sourcewell Members. Beyond our executive office and Eastern distribution center in Vernon Hills, Illinois, and our Western distribution center in North Las Vegas, Nevada, our U.S. offices are located in: Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg, with 900+ Sales and Service Professionals. Market coverage is segmented by solutions including, cloud platforms, networking and digital workspace, modern data center, partner management, and managed services. CDW Canada currently works with more than 4,500 actively-buying public sector customers. Presently, there are more than 50 account managers and more than 20 field account executives comprised of advanced technology account executives and enterprise account executives catering to the public sector.
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27	Dealer network or other distribution methods.	As a leading multi-brand provider of technology solutions and services, CDW•G partners with more than 1,000 original equipment manufacturers (OEMs) and publishers to help ensure customers receive the right technology solution at the right time for the right outcome. Our two distribution centers – Central Distribution Center in Illinois and Western Distribution Center in Nevada – have a combined space of nearly one million square feet with a combined workforce of 570 coworkers. Working 24 hours a day, five days a week, our distribution centers operate more than 5 miles of conveyors feeding a tip-tray sortation system. Our logistics capabilities result in exceptional delivery outcomes for our customers: 94 percent of orders placed by sales shipping within 24 hours; 98 percent bin accuracy rate with product/quantity correct; and 99.3 percent shipment accuracy rate – all contributing to more than 24 complete inventory turns annually. We receive, on average, more than 100,000 units daily via more than 40 tractor trailers with an average value of \$20M and proudly boast of our receipt-to-stock time of less than 2 hours. Outbound numbers are equally notable with almost 100,000 units loaded onto more than 30 outbound trailers daily. Nearly all the 3,500 inbound customer returns are processed at Central Distribution Center, with 95 percent of those processed in 24 hours. CDW also maintains facilities in Canada with more than 900 coworkers and can deliver anywhere in the country. We attribute this to our strategic relationships with the industry's top distributors, with locations in Toronto, Mississauga, Calgary, and Vancouver. CDW Canada enjoys proprietary logistics programs with these distributors — which are made available only to CDW Canada customers. CDW Canada has access to more than \$500 million in inventory through our distribution partner.
28	Service force.	CDW•G offers full-stack engineering services teams to help accelerate innovation, enhance customer experience, and optimize collaboration while also delivering agility and cost efficiencies. More than 3,000 coworkers worldwide are focused on our integrated technology solutions, including: 1,000 solution architects 2,000 expert engineers 300 software engineers Our service professionals are deployed into all segments. Our focus on technology is demonstrated by more than 15,000 technology and process certifications attained by our coworkers. Sourcewell Members can access support for our services at our 53 offices throughout the U.S. and Canada. Our U.S. offices include Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg. Along with our local branches, we have a network of more than 1,200 services professionals and a fast-growing network of trusted service and solutions partners — all trained to follow the same consistent approach, processes, methodologies, and professional manner of CDW-badged engineers — to ensure Sourcewell Members receive the full attention and resources they deserve. With an eye to future demands and increasing complexities of technology, we have expanded our available services through strategic acquisitions that have magnified our presence as a leading solutions provider. Over the past five years, the following acquisitions have further enabled us to solve increasingly interconnected and complex technology challenges: On February 1, 2019, CDW Canada completed the acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada. This strategic acquisition expanded our CDW Canada solutions and services portfolio, extended our in-market presence across Canada, and enhanced the value that we deliver to our customers. In October of 2019, CDW acquired Aprtis, Inc. (Aprtis), a distinguished IT

service management solutions provider and ServiceNow Elite Partner. ServiceNow is a leader in IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. Aprtis' talent and expertise further expanded CDW's services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to our customers.

In July of 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development and data orchestration capabilities. The acquisition expanded CDW's cloud-native professional services and deepened its technical skillset.

In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation. The acquisition further strengthened CDW's services capabilities and deepened its consulting expertise.

In March of 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K12 and Higher Education markets. The acquisition enhanced CDW's services and solutions capabilities in education.

In August of 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. The acquisition accelerated CDW's platform for world-leading identity and access management, cybersecurity consulting, and talent development business.

In December of 2021, CDW acquired Sirius Computer Solutions, Inc. (Sirius), a leading provider of secure, mission-critical technology-based solutions. Sirius' services and solutions capabilities in key growth areas, including hybrid infrastructure, security, digital and data innovation, and cloud and managed services enhance the breadth and depth of CDW's services and solutions offerings.

As of February 21, 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in information security, cloud computing, networking, and infrastructure. The acquisition has accelerated CDW's services capabilities and deepened its consulting expertise.

As of June 6, 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services that solve customer challenges and deliver meaningful outcomes through innovative technical solutions. The acquisition has provided additional capabilities to the CDW Public Sector Cloud Services Practice and enables CDW to accelerate its public sector customers' cloud strategies.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell Members place their orders with CDW•G directly through Rubi, our online customer portal. We also accept orders via e-procurement , Purchase Order (email, fax, U.S. mail), leasing, financing, and credit cards. Authorized users use their Rubi account on www.cdw.com to purchase products quickly and easily. Rubi's cart and checkout features enable users to: - Quickly add items to their cart for purchase - Save time on re-orders - Share shopping carts with colleagues - Estimate shipping costs with the Shipping Calculator option before checking out Standard Checkout: Users select shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: - Add more items to the cart - Adjust quantities - Save the cart for future purchase - Save the cart as a bundle that can be re-purchased - Email the cart to a colleague - Create a standard quote - Check out using the standard checkout feature Custom Catalogs: Sourcewell Members can view and purchase from CDW's entire online catalog of products on www.cdw.com, or a designated Administrator can create customized catalogs with specific product offerings from which users may purchase. The Administrator can assign rights to specific catalogs to specific groups of users, making it easy for users to select approved products. The Custom Catalogs feature lets the Administrator efficiently create catalogs using one or more established rules. These rules determine what products to include in a catalog based on a variety of criteria including part numbers, past purchases, company favorites, approved products, contracts, or search criteria. Order Status: The Order Status feature of the Rubi portal provides complete order status information with time saving links. This feature enables users to: - View all recent orders (from the past month to as far back as three years) - Search for a specific order by P.O. number, order number, purchaser, or purchase date - View order and invoice details - Filter orders according to any of the following criteria: - Cancelled - All Items Shipped - Some Items Shipped - Not Yet Shipped - Backordered Item(s) - Processing Orders - View individual shipment details and tracking information - Add mobile number to get delivery SMS text message notifications - Print a copy of a packing list or original invoice - Repurchase a past order - Download a report to Microsoft Excel with all open orders - Initiate a product return
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The foundation of CDW•G's customer service program is the account team, including dedicated account managers who are the first point of reference for any questions or issues a customer faces. Sourcewell Members have easy access to their account manager through email, phone, text, or online chat. As a backup to their account team, Sourcewell Members have access to CDW•G customer relations, technical support, and site support via online chat, email, and phone from Monday through Friday during the following hours: Orders, Quotes & Availability - Online Chat: 8 a.m. to 7 p.m. CT - Email (cdwsales@web.cdw.com): Reply within 24 hours - Phone (800.800.4239): 7 a.m. to 7 p.m. CT Status, Returns & Billing - Online Chat: 7 a.m. to 6 p.m. CT - Email (CustomerRelations@web.cdw.com): Reply within 24 hours - Phone (866.782.4239): 7 a.m. to 9 p.m. CT Sign In, Password & Settings - Online Chat: 7 a.m. to 6 p.m. CT - Email (e-account@web.cdw.com): Reply within 24 hours - Phone (888.239.7270): 7 a.m. to 6 p.m. CT Technical Support

		Online Chat: 7 a.m. to 7 p.m. CT Email (support@cdw.com): Reply within 24 hours Phone (800.383.4239): 7 a.m. to 6 p.m. CT Managed Services Support Email (CDW-ECC@cdw.com): Reply within 24 hours Phone (866.239.7270): 7 a.m. to 6 p.m. CT Customer relations representatives complete a 6to 8-week training program upon hire, ensuring quality and consistency across the department. We source candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within this department, helping us retain talent and experience. Escalation Plan CDW•G's unyielding focus on customer satisfaction empowers all coworkers with a detailed communication plan, clear escalation path, and issue resolution guidelines and practices to address customer issues and concerns. Should an account manager be unable to resolve any issue, they can escalate promptly, first to their sales manager, then to their sales director, on their vice president, and above. At each step, additional resources are engaged, and data is collected as needed. Sourcewell Members can rest assured that each situation is carefully reviewed and identified promptly to ensure rapid and complete resolution. Following resolution of escalated issues, root cause analysis exercises help determine cause and, when necessary, identify preventative measures such as training or system edits that can be put into place promptly. Post-sales escalations, such as tracking lost packages, submitting claims to carriers, and closing the loop on any Return Merchandise Authorizations (RMAs) and dispatching replacements for damaged or defective products, etc., are resolved through CDW•G's customer relations representatives. Customer relations supervisors execute reviews on all customer relations representatives' activity at the end of the day to ensure customer issues are handled promptly and thoroughly. Customer relations Quality Analysts review 20 cases per customer relations representative per month to monitor quality metrics, identify and share best practices, and suggest updates to processes or training. Customer Service Metrics Excellence in customer service is a top priority for CDW. We have quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure we provide continuous, high-quality customer service. We adjust and evaluate process changes, as needed, when we see increased volume of a particular issue. Loyal customers are the backbone of our business. CDW understands that loyalty hinges upon the quality of the end-to-end experience with us. Since 2000, with our Customer Feedback Program, we issue a semi-annual survey which gathers experiential information on customer-facing departments including shipping, customer relations, and the customer's Sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, a specialist from CDW's Quality Assurance team will contact the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. We also issue weekly surveys to provide real-time feedback that assist new customers and those with fewer employees. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Recent results based on a percentage of Excellent/Very Good ratings show: • Overall Performance Account Manager: 85 percent • Customer Service Staff: 82 percent • Delivery Process: 81 percent *Scale: Excellent, Very Good, Good, Fair, Poor	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in the U.S. In addition, we have the capabilities to support those entities should they have international needs, such as colleges and universities with global campuses. We operate from four international hubs, and each year export to more than 150 countries.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in Canada. As with our U.S. offerings, we offer support to those that may have international locations and needs.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that CDW•G is unable to support.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CDW•G is proud to serve all participating entity sectors served through the current and proposed contract, including customers in the government, education, and not-for-profit sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, and in U.S. Territories have full access to CDW•G technology solutions and services with no specific contract requirements or restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CDW•G understands and appreciates Sourcewell's vision to 'provide leading solutions that empower community success.' CDW•G has dedicated marketing teams that align with our public sector business units that develop and execute demand-generation marketing strategies and programs. The marketing team leverages marketing technologies to create virtual events, emails, and digital campaigns designed to build awareness, develop customer engagement, and generate demand for products and services by nurturing leads to conversation. With contract-specific targeted strategies, combined with industry-standard best practices, actions, and activities, CDW•G delivers a comprehensive contract marketing and support plan positioning us to serve Sourcewell Members across the U.S. and Canada. Actions already in place for our current Sourcewell Technology Catalog Contract will continue uninterrupted, for compounding benefit. Our contract marketing strategy includes advertising and cobranding efforts, event attendance and support, publications and social media, purposeful contract launch, and focused contract growth and success efforts, each of which are detailed below. Advertising and Cobranding. A holistic marketing strategy focuses on the solution capabilities of CDW•G's Sourcewell portfolio of products and services. We work with internal and external marketing teams to profile CDW•G and partner-delivered technology products, services, and solutions. Custom contract and portfolio flyers are created for all business units and include detailed contract benefits and CDW•G contact information. Event Attendance and Support. CDW•G sponsors, attends, and presents at national, statewide, and local events focused across the Public Sector – Federal Government, State and Local Government, K-12 and Higher Education, and Public Safety, with audience-specific messaging, training, and education opportunities. We proudly display our Sourcewell materials and engage with customers to help them see the value of our contract solutions. A representative sample of large events where we market Sourcewell includes: Future of Education Technology Conference (FETC); EDUCAUSE; National Association of Education Procurement (NAEP) – National and Regional, State-based Digital Government Summits; National Sheriff's Association (NSA); National Police Association (NPA); and the International Society for Technology in Education (ISTE) Publications and Social Media. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State Government (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education). These publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services. Working with our marketing teams, we will identify opportunities to profile Sourcewell Members' path to success with current challenges and solutions. Focused Contract Growth and Success Efforts. Dedicated resources from CDW•G Strategic Programs oversee outcome-based actions and activities to support continued growth and success for our Sourcewell portfolio. Actions and impact are tracked across sales and customer engagement. CDW•G Strategic Programs is actively engaged with developing and delivering customer-facing webinars on myriad topics, including by not limited to cyber and physical security, esports, professional services, wireless solutions, and more. The team also develops topical marketing campaigns across business units, analyzes customer spend (high, midrange, and low) to tailor customer outreach messages, and works with internal teams to ensure the CDW•G Sourcewell Member webpages are maximized.
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To help enhance marketing effectiveness, the Marketing team has developed digital programs that include digital events and campaigns that resonate with target audiences to drive higher engagement and optimize coordinated marketing and sales efforts. CDW•G uses Twitter, Facebook, and LinkedIn as additional avenues for marketing, education, updates, and general communication with Sourcewell Members. Active social media helps users stay informed with links, posts, and articles of interest in the way that they choose to receive information. CDW•G employees are educated on and encouraged to be active in social media; our Social Squad pushes customized content of interest to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. The Marketing team actively track and reports digital engagement. We also provide Sourcewell Members with access to CDW's curated information repository with more than 2,000 entries and counting across topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Sourcewell Members may be directed to CDW's Research Hub (www.cdw.com/content/cdw/en/research-hub.html) stocked with meaningful and timely information delivered in the form of articles, interviews, step-by-step instructions, product information and comparison sheets, and presentations to help more clearly define a solution available through Sourcewell. Authored by our subject matter experts, articles help customers navigate and digest the overwhelming amount of data that comes at them every day as they work to define and understand technology solutions and services. Using tools like Kronologic – enabling AI-powered meeting scheduling – allows CDW•G to tailor messages to Sourcewell Members by customer set, topic, solution, and even time of the year. Messages include access to the dedicated account manager's calendar, which allows Sourcewell Members to schedule meetings at their convenience. Kronologic takes the guess work out of scheduling and even sends reminders and updates. A recent CDW Kronologic campaign enabled 800 meetings for 200 account managers in one week.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A key role for Sourcewell in promoting contracts arising from this RFP is maintaining an up-to-date website including detailed contract and contract information. This provides an easy way for Sourcewell Members to understand the contract offerings as well as connect with contract holders such as CDW•G. We also believe that participation in a variety of opportunities for connection – from conferences, such as H20 and Room to Grow, to webinars and podcasts – provides key chances for cobranding and introductions. Sourcewell also offers a state-of-the art recording and broadcasting studio, which can offer unique capabilities in promoting the contract to a wider audience. As a current partner, CDW•G is already experienced in promoting the Sourcewell contract. We intend to quickly integrate any updates or changes related to the new contract, utilizing tools like contract launch activities, with our CDW•G and CDW Canada operations.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CDW provides its technology solutions through e-procurement in the form of Rubi, which represents the evolution of our customer portal, online account center, and the digital enablement of our customers. Rubi supports governmental and educational customers and serves as a trusted digital advisor to Sourcewell Members, helping them plan, procure, and manage assets across their technology lifecycle with greater confidence and less complexity. From one central portal, configurable for relevance, Sourcewell Members can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on investments. Key features and functions of Rubi include: - Action Items: Receive reminders and notifications on new quotes, order approval requests, expiring payment methods, and more. - Orders: View order status and keep tabs on what has shipped, is pending, awaits approval or is on backorder. - Shipment Tracking: Drill down into process orders and access tracking numbers and ship status. - Research Hub: Tap into industry insights to learn about the latest technology trends and solutions. - Rubi Mobile App: Act on quotes and purchases, view and track orders, and approve orders from anywhere with this additional option. Through the Security Settings feature, Rubi provides Sourcewell Members an efficient method for granting users control of and access to specific website features and information. This feature enables Sourcewell Members to: - Assign roles, restrictions, and permissions to individual users and groups of users. - Grant users access to all products CDW•G offers or only to specific catalogs. - Allow users to view only their quotes, orders, and purchase history. - Grant users' rights to view multiple accounts. - Assign responsibility for following established workflows as a purchaser or approver. - Grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and

		Security Settings. Using Rubi, Sourcewell Members have complete visibility into their technology history and the ability to access multiple features and complete tasks including: - Contacting their CDW•G team - Placing orders - Searching order history - Managing assets - Administering order approval workflows - Defining and governing technology standards - Viewing contract pricing The Rubi homepage can be configured to a Sourcewell Member's needs, saving time and putting the most important decision-making information at their fingertips, including: - Managing subscriptions - Managing quotes - Streamlining repeat purchases (bundles and favorites) - Approving orders Rubi also provides key insights to Sourcewell Members to help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. These include: - Estimated time of arrival/inventory/supply chain insights to support implementation - Order tracking - Order status - Current CDW Research Hub information The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers will assist in enabling administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: - Order status - Quote activity - Purchase history - Financial reporting - Purchase approval system After purchase, Rubi allows Sourcewell Members to manage their hardware, software, and subscriptions purchased from CDW•G in the Asset Hub section of their Rubi portal on cdwg.com. The Asset Hub experience includes: - An asset overview page that shows a view of hardware and software assets purchased from CDW•G, including the total counts of products, asset age, and spend across asset type, category, and brand. - A hardware overview page, where Sourcewell Members can view and filter across their hardware assets based on type, brand, asset age, and more. Additionally, Sourcewell Members can click on each line item to see more details. - A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, prior orders, and can also re-purchase quickly by using the "Buy Again" button. - A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also access and filter a list of software assets and click to view more details. - A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally, from this page, Sourcewell Members can request a quote for a software renewal. - A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats.	
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Through our highest-level partnerships with leading OEMs, publishers, and service providers, CDW•G works to facilitate product, equipment, maintenance, and operator training programs that are customized to the needs of Sourcewell Members. These training programs are designed to deliver the exact skills customer teams needed to lead, support, and maximize the value of technology solutions in today's environment. As an example, and specific to CDW Education, our Learning Environment Advisors and Education Strategists help educators maximize the power of technology in the classroom with Blueprint to Design, a no charge consultation that provides a formal deliverable outlining the ideal learning environment combining technology and classroom infrastructure. In addition, we connect schools with leading-edge technology training available through our partners including the Palo Alto Cybersecurity Academy, available at no charge with complete curriculum and student exercises, and similar programs focused on professional development and academic enrichment. Any training program delivered is optional and based on the needs and/or requests by a Sourcewell Member, and costs are based on a variety of factors such as size and scope.	*
41	Describe any technological advances that your proposed products or services offer.	Aligned with leading technology solution providers from around the globe, CDW•G helps Sourcewell Members stay on track by co-developing emerging technology strategies. These strategies help give better insights into solution delivery, process optimization, and more. The CDW Emerging Tech practice helps Sourcewell Members enhance their technology experience, improve workplace safety, and reduce overhead costs. When technologies like the Internet of Things (IoT) are used with existing infrastructure, organizations can use Emerging Tech to help achieve business goals, drive innovation, and open doors to new solution strategies enabled with technology. Through Transformation Workshops, Sourcewell Members work with CDW•G subject matter experts to better understand data needs, determine return on investment, and evaluate foundational infrastructure to determine if any technical components should be retired, evolved, or added. Two public sector examples of CDW•G's commitment to maximizing advances in technology products and solutions are detailed below – Public Safety and Esports. Public Safety. Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication, and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, Sourcewell Members need a special kind of knowledge to make IT perform — without having to be an expert. CDW•G's Public Safety Technology Strategists help guide customers to the most impactful choices – addressing requirements, policies, and strategies, with outcome-based design and implementation. Our public safety capabilities include: Video. Cut travel time. Create force multipliers. Raise situational awareness and speed response. Do remotely what was once possible only in person with solutions that include in-vehicle video, capture, and management; body-worn cameras; interview room monitoring; fixed security; surveillance; analytics; collaboration and telepresence; and case management. Mobility. Accelerate collaboration and communication from anywhere with mobile data; laptops and tablets; data collection and scanners; mobile printing; GPS and automatic vehicle location; mobile access routers; Wi-Fi solutions; advanced authentication; VPN and mobile software; and cloud solutions. Data Center. Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure with solutions that include servers and storage area networks; hyperconverged infrastructure; backup and recovery; virtualization; cybersecurity; unified communications; enterprise wireless; alert and mass notification systems; and power and cooling. Esports. With years of experience and deep partnerships with leading gaming manufacturers, CDW•G partners with Sourcewell Members to help develop a comprehensive Esports solution. Handling the data center, networking, Esports arena design, and game streaming, CDW•G can help with every step of the Sourcewell Member's Esports program. Regardless of if the institution is just getting started with Esports or if they are looking to take their game to the next level, we offer solutions for all Esports IT needs. CDW•G Esports Consultation Services. Our Learning Education Specialists, all with hands-on experience in educational settings, offer solution consultation sessions with Sourcewell Members across K-12 and Higher Education to help design and implement purposeful, outcome-driven Esports solutions – from competition-ready hardware, to Esports spaces, infrastructure, professional and managed services, and more. CDW•G's Esports in Education team is here to assist with all Esports needs. As a value add for working with CDW•G, the team can assist with: - Presentations to build stakeholder support - School-level consultation - Clinics and curriculum design through our partnership with North America Scholastic Esports Federation (NASEF)	*

		NASEF Partnership. CDW•G's partnership with the North America Scholastic Esports Federation provides deep benefits to Sourcewell Members. NASEF's mission is to "provide opportunities for ALL students to use Esports as a platform to acquire critical communication, collaboration, and problem-solving skills needed to thrive in work and in life." In addition to the knowledgebase, they provide for Esports programs, their approach to the Esports ecosystem is clearly aligned with Sourcewell's vision and mission to provide leading solutions that empower community success. Cloud and SaaS Management: Inscope is a CDW built cloud and SaaS management platform that is designed to increase productivity, reduce costs, and improve your security posture regarding your Microsoft, AWS, and GCP investments. Inscope helps customers discover, manage, govern, report, optimize, and adopt these investments by consolidating many tools into one—the art of cloud management. These services include: Inscope Cloud Management: Gives you visibility into your cloud spend with CDW. You can monitor costs, spot trends, create and manage budgets with custom alerts based on your Microsoft 365, Azure, and AWS cloud spend and get cost saving recommendations. Inscope Anomaly: Get quick, cost anomaly alerting and prediction for your Azure, AWS, and GCP environment. Inscope Microsoft 365 Management: View reports and get insight and control over licensing, permissions, security risks, and threats. Inscope Team Captain: This service will help you with governance around your Microsoft Teams environment. Inscope Productivity Insights: Easy to pull reports of your team's productivity in Microsoft Teams and Outlook. Inscope Adoption: Self-help portal to aid you in the dual challenges of Adoption and Change Management. Inscope Training: Includes 2500+ Office 365 training videos, quizzes, gamification, and the ability to add assignments.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CDW, and CDW•G by extension, is committed to being a good steward of the environment and of our earth's natural resources. Our environmental policy and Environmental Management System underpin the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency and waste reduction. Notable highlights included: Created our cross-functional, geographically diverse Climate Task Force to drive greater climate awareness. This group worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans. At our two U.S. distribution centers, we outperformed our waste diversion goal of more than 90 percent for the fourth year in a row and recycled thousands of tons of packaging material, cardboard, and paper. Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency. Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used, to benefit the environment and protect the security of users' data. Maintained environmental management system and energy certifications in the U.S., Canada, and U.K. Attained ISO 14001:2004 Certification in Canada We have environmental programs at all CDW facilities. All CDW distribution centers (two in the U.S. and one in the U.K.) and two of our U.K. offices hold ISO 14001 certifications, the international standard for Environmental Management Systems. Additionally, our largest office locations globally, as well as our U.K. distribution center, have energy certifications – LEED in the U.S. and Canada, BOMA in Canada, and BREEAM/REGO in the U.K. These certifications provide frameworks for monitoring and enhancing our programs. Additionally, our remote deployment services promote efficiency and productivity while reducing our environmental impact. We track our energy usage and continue to seek ways to drive further efficiency. As part of our ISO 14001 environmental management certification, we identify, assess, and plan for implementation of additional energy efficiency improvements. We take sustainability factors and energy certifications into consideration when we evaluate new real estate options. Our energy efficiency measures include indoor and outdoor LED lighting, motion sensor lighting, and conveyor systems in our distribution centers that turn off in response to inactivity, and "smart" HVAC systems that adjust according to business hours and seasonal temperatures. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98 percent of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation

efficiency, and more than 72 percent of our U.S. shipments are handled by carriers with climate goals. CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services.

Given the non-manufacturing nature of our operations, our facilities do not represent a significant carbon footprint. In fact, our Scope 3 (value chain) greenhouse gas emissions represent the vast majority of our total greenhouse gas emissions. We regularly report our Scope 1, 2, and 3 greenhouse gas emissions. The development of our SASB and TCFD disclosures have enhanced internal awareness of our climate impact, a fundamental step in the decarbonization journey. By completing our greenhouse gas inventory across our value chain, we are learning more about our best opportunities for further carbon reduction.

CDW is committed to supporting sustainability and responsible consumption through materials efficiency and a reduction in waste to landfills. With a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: 1) reducing distribution center waste from packaging and other materials, and 2) managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

Use of digital documentation when possible and recycling shredded paper documents when used

Recycling and composting of cafeteria waste

Elimination of plastic bottles from vending machines in our offices and warehouses

Elimination of single-use plastic cups

Company-wide internal toner cartridge recycling program

Recycling centers on each floor of our office locations

Recycling chutes for certain materials at our distribution centers

Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

CDW Canada became one of Cisco's first Canadian partners to receive the Cisco Environmental Sustainability Specialization. CDW Canada was recognized for its commitment to reduce material consumption and waste. To be eligible for this distinction, the CDW Canada team completed required Cisco-delivered courses, passed all corresponding requirements, and signed Cisco's sustainability pledge. With this recognition, Cisco and CDW work together to support each other's sustainability progress, meet government mandates, and provide additional customer opportunities through mutually sustainable business practices.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Given our role in the technology sector as a leading multi-brand solutions provider, CDW•G's greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their Environmental, Social, and Governance (ESG) goals and priorities. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored. We have made it easier for our sales teams and customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products. CDW•G has our own internal policy for recycling universal waste. We do not take back old equipment from customers; however, we direct customers to industry-leading service providers for trade-in and ITAD programs. ITAD services include but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to Sourcewell Members, including: - Logistics services for quick and efficient removal of equipment from client facilities - Device pickup including palletizing equipment, shrink wrapping, and transport - Document of Liability Transfer provided to indemnify client from any environmental liability - Ensure removal of all client information and software from electronic media and assets - U.S. Department of Defense (DoD)-compliant erasure services in full support of government standards - EPA-approved disposal - Zero-landfill policy - Complete serialized reporting available via a website CDW•G also offers customers, through our Printer Supplies Program, complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through: - Ongoing measurement of paper consumption - Custom paper footprint and forest impact insights - Opportunities to automatically "releaf" forests through reforestation projects of the customer's choosing Since CDW joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforestation of more than 140,000 trees. Additionally, our IT teams in the U.K. have implemented a "Pin to Print" program across all offices and warehouses, enabling enhanced print queue management to reduce wasted print jobs. CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CDW•G understands and appreciates that Sourcewell and Sourcewell Members promote and support diversity and local business initiatives through this procurement process. As a large business, CDW actively works to create a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. Based on our experiences serving customers across the public sector in the U.S. and Canada, diversity initiatives vary widely and may not always be met by a single certification. CDW•G supports Sourcewell Members in meeting their unique diversity goals with access to our robust diverse supplier network, with partners holding varied certifications, including: - Minority-Owned Business Enterprise (MBE) - Women-Owned Business Enterprise (WBE) - Lesbian, Gay, Bisexual, Transgender-Owned Business (LGBT) - Minority-Owned Small Business (MOSB) - Women-Owned Small Business (WOSB) - Small Disadvantaged Business (SDB) 8(a) Small Business - Veteran-Owned Business Enterprise (VBE) - Veteran-Owned Small Business (VOSB) - Service-Disabled Veteran Owned Small Business (SDVOSB) - Historically Underutilized Business Zone (HUBZone) Business and Supplier Diversity Launched in 2007, CDW's Business Diversity program goals are to increase procurement

opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other small, disadvantaged businesses. Since that time, CDW diverse spend has risen to \$25 billion since the program's inception, which has been accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals.

Currently, CDW has more than 1,300 partnerships with minority, women-owned, veteran-owned, and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to help meet the needs of Sourcwell Members.

Highlights from our Business Diversity program over the past four full calendar years (2019-2022) include:

In 2022:

CDW's overall diversity spend peaked at \$3.6 billion with small, diverse suppliers. CDW was included in the 2022 America's Top Corporations for Women Owned

Business Enterprises

CDW is a 2022 Best of the Decade honoree. These corporations are the best-of-the-best in supply-chain diversity, excelling in their staunch commitment to minority business development and inclusion. This prestigious list celebrates outstanding supplier diversity programs that consistently drive progress and incomparable innovation in the supply chain.

In 2021:

CDW's overall diversity spend exceeded \$3.4 billion with small, diverse suppliers.

CDW more than doubled the size of its business diversity team to establish greater engagement with local suppliers in our customers' communities.

CDW was included in the Top Veteran-Friendly Companies by US Veteran's Magazine.

CDW was recognized by Black EO Journal – Best of the Best as a Top Supplier Diversity Program.

In 2020:

CDW's overall diversity spend exceeded \$2.6 billion with small, diverse suppliers.

Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.

The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award.

CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

In 2019:

CDW's overall diversity spend exceeded \$2 billion with small, diverse suppliers.

CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.

CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.

Another aspect of the CDW Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW supports additional organizations across the U.S. and Canada including the National Veteran Owned Business Association and the National Gay and Lesbian Chamber of Commerce. In addition to financial contributions and support, CDW also engages on advisory councils, attends and hosts events, and provides resources and subject matter experts to support the organizations' focus on continued growth and success.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CDW•G has taken a proactive and specialized approach in the last several years in expanding and improving our offerings to Sourcewell Members by industry. This has involved looking at specific technology trends, understanding customer priorities, and offering turn-key solutions in the following segments and solution areas: K-12 Education - Device Ecosystem - Classroom Transformation - Cybersecurity - Networking Infrastructure - School Safety Higher Education - Student and Institutional Devices - A/V Transformation - Connected Community - Hybrid Infrastructure - Cyber and Physical Security State and Local Government - Cybersecurity - Program-Based Accounts - Public Safety - Device - Transformational Government We have focused efforts on developing technology solutions for each of the above segments that ensure the right outcomes for our customers. An example is CDW•G's mature practice for providing devices to K-12 districts nationally. CDW•G has built a comprehensive solution for K-12, based on the lifecycle of the purchase, that includes the following capabilities and services: - Device roadmaps to help each district understand the industry landscape, technology advancements, and features that should be considered when selecting a device for student or institutional use. - Consulting sessions with a CDW Education Strategist to provide guidance on technology adoption for increased learning. - Robust portfolio of professional development partners. - Best practices for defining technology standardization with each district. - Project management aligned to supply chain and to ensure large device rollouts are successful and on time. - Pre-shipment device configuration to provide low/no touch devices for district IT staff. - Local warehousing and local deployment services, including last-mile delivery. - Maintenance and break-fix solutions to ensure high availability of devices. - Asset disposition and buy-back options to enable a district to compliantly dispose of student devices at end of life, along with the potential of securing funds that can be leveraged for replacement technology. As a result of CDW•G's practice built for K-12 devices, CDW•G provides 1 in every 3 Chromebooks to students across the U.S. annually. It is also our #1 solution under CDW•G's existing Sourcewell agreement.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	As a solutions provider, CDW•G does not manufacture products, however, all purchases made by Sourcewell Members, where applicable, include the manufacturer's standard warranty. Terms of warranty coverage can and do vary with each OEM purchase, and details for each product warranty are available through an account manager or online at www.cdwg.com. CDW•G does offer additional warranty coverage options for products whose standard warranty alone does not meet Sourcewell Members' needs. This includes extended IT warranties, data center maintenance, maintenance contracts, and custom support plans. We recommend Sourcewell Members work with their account manager to determine the best option to determine the best additional warranty solution for their purchases. In instances where a Sourcewell member may have multiple warranties – which may have different lengths of time and different end dates – from multiple OEMs, CDW•G can offer Maintenance Contracts to simplify warranty coverage. Maintenance Contracts are easily manageable service contracts that cover all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. This contract can also be prorated as you add or delete equipment. Benefits of a Maintenance Contract include: - Easy to manage equipment coverage - A single point of contact for repair service - Multiple response times available on the same contract - Flexibility to add or remove equipment as needed - Parts and labor included - Multiple contracts consolidated - Annual or multi-year contract options
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not only does CDW•G not impose usage restrictions or other limitations on our warranty services, we enhance coverage options for Sourcewell Members through our available warranty extensions and uplifts. While customers often choose the standard OEM warranty for their purchase, in instances where it is not sufficient, we offer competitive solutions to augment the warranty, minimizing risk and ensuring ongoing performance. Solutions included in our portfolio to support Sourcewell Members include: - Warranty extensions and upgrades - Post warranty support - Accidental damage protection - Maintenance Contracts - Post-sale technical support - Product and certification training - Onsite repair - Help desk services As part of our commitment to supporting Sourcewell Members throughout their technology lifecycles, we continue to communicate post sale to ensure warranties continue to meet Sourcewell Member needs.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote.

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our ability to provide certified technicians across geographic areas is driven by the warranty coverage selected by the Sourcewell Member. In most cases, warranty support is fulfilled directly by the manufacturer and will vary on a case-by-case basis. Should a Sourcewell Member opt to enhance the standard manufacturer warranty, CDW•G has access to certified resources through in-house technical and strategic local partnerships across the U.S. and Canada. We are committed to coordinating OEM warranties, CDW•G resources, and our services partner ecosystem to address the needs of Sourcewell Members. We will continue working with Sourcewell Members to identify the best-value solution regarding warranty coverage; response times and service-level agreements (SLAs) may vary by location. Sourcewell Members can be confident they will know what they are buying and will be provided with clear instructions on the coverage and how to activate warranty claims.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In instances where Sourcewell Members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has a defined escalation process with our partners to ensure technical support is provided by the manufacturer according to the agreed upon SLAs. In those instances where CDW•G provides enhancement to the standard manufacturer warranty, we take responsibility for meeting agreed upon SLAs and delivering the full customer experience.	*
51	What are your proposed exchange and return programs and policies?	Should Sourcewell Members require an exchange or return, CDW•G requires an RMA number for all returned merchandise. All products must be returned 100 percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days of the date of invoice. For returns initiated after 30 days, fees may apply. Sourcewell Members should engage their account manager for any questions, issues, and concerns around support. By contacting their account manager to initiate the return process, Sourcewell Members will receive individualized support that ensures the best outcome. CDW•G account managers, and our customer support teams, facilitate and track all returns and deal with RMAs daily. CDW•G also offers Customer Relations service at 866-SVC-4CDW or at customerrelationsreturns@cdw.com for customers to obtain an RMA before shipping product back to CDW•G. When returns cannot be made directly to CDW•G, a Sourcewell Member's account manager can advocate on their behalf with the OEM regarding exchanges, returns, or any aspect of their IT investment. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or a Sourcewell Member can request a check be sent to them.	*

52	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell Members may choose from a range of service options available through CDW•G (fees may apply), including the following offerings: A collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell Members' software, licensing, and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the Sourcewell Members' behalf. An extended service/help desk, where a phone number is provided to engage and provide support. This option is useful for Sourcewell Members who may not have a robust IT support program and seek a third-party solution. Technical support (U.S.-based help) for five years from purchase through either phone or chat (Monday through Friday from 7a.m. to 6 p.m. CT) or email (reply within 24 hours). CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third-Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. Cisco SMARTnet Service, an award-winning technical support service that gives Sourcewell Members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 56 specialists – the largest such team in the industry – with more than 570 combined years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools and can also provide support with contract consolidation, co-termining all assets and net new, site consolidation, decommission gear, and customized pain point resolution. CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist team.
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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53	Describe any performance standards or guarantees that apply to your services	To best meet services performance requirements for Sourcewell Members, we follow a service-level management approach using industry best practice standards, processes, and metrics. Based on our 20+ years of working with a diverse set of customers, we have applied lessons learned to develop a specific service-level management approach to measure results, provide reliability, and ensure that communications and IT services are meeting the agreed upon Service Level Agreements (SLAs). With each performance-based solution, Sourcewell Members work with their dedicated account team to create agreed upon, measurable performance standards and guarantees, outlined within a Statement of Work. The key to performance management is the application of the right governance to the program to ensure the necessary resultant behavior and delivery outcomes. The CDW service manager is how and where governance happens across the enterprise. The service manager ensures service levels are receiving the appropriate attention and that all owners of service levels are held accountable for performance. Methodology components include the following: - Ensuring a set of standard processes is used, such as IT Infrastructure Library (ITIL) - Ensuring a set of standard tools is used, such as ServiceNow - Ensuring all accountable parties are educated and understand their level of accountability on SLAs, including individual contributors, team leaders, managers, and executive leadership - Ensuring metrics are met and maintained and providing additional reporting on real-time or relatively real-time performance information - Conducting meetings, including a daily operations meeting to review high-impact incidents, weekly aging incident ticket review meetings, and weekly aging request ticket review meetings to ensure the appropriate visibility is brought to the current performance and any corrective measures for underperforming are begun as quickly as possible - Driving the core ITIL processes and bringing visibility to non-compliance with processes and/or SLAs - Communicating monthly performance and developing improvement plans for any metrics that were not successfully remediated before month-end reporting
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54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Analyses of Service Levels. CDW provides service-level management and reporting, as well as monitors the efficiency and effectiveness of the operations. We also monitor program performance against program performance levels, including Key Performance Indicators (KPIs), as mutually agreed, prior to project start, by systematically and regularly: Monitoring all performance levels for those that are not maintaining the pace required to meet the performance threshold — we will examine root causes, perform risk mitigation/preventive action, and develop a corrective action plan Generating daily operational reports monitoring against service levels at a given time Reviewing aging reports for all issues that are close to or have exceeded the resolution target Monitoring KPIs that contribute to meeting a service level; for example, we measure how long it takes us to acknowledge a service desk incident, and if it takes us three hours to acknowledge the issue and we only have four hours to resolve it, we can surmise the SLA may not be met Monitoring alerts, such as incident resolution times, automatically generated by the ticketing system Corrective Action. CDW executes a formal corrective-action planning-process for deficiencies discovered during reviews. We assign each corrective action to an owner for resolution and provide oversight to the process by our service manager. Preventive Action Uses standard tools and processes to detect, analyze, and eliminate potential causes of performance standard or service-level non-compliance Ensures that system performance and availability continuously anticipate capacity needs, including adjustments for seasonal demand Analyzes historical data regarding usage volumes and peak processing periods and communicate with the program offices regarding new initiatives and other factors that may have an impact on system usage Develops plans and takes action to address these changing infrastructure needs Root Cause Analysis Proactively produces trends that could lead to less-than-optimum performance by taking preventive action measures to improve the area in question Analyzes the performance in support of each performance standard and/or service level, identifying positive or negative trends, and works with project staff to perform a root cause analysis of negative trends to develop a corrective action plan to correct deficiencies and identify best practices that can be leveraged across the project Provides follow-up verification to ensure that the action was effective in addressing the root cause Monitors performance statistics to ensure the corrective action plans are effectively implemented Provides a defined escalation path for corporate-level oversight of performance issues and corporate support of corrective action plans; once an issue is resolved, CDW·G will communicate improvements to other activities and groups, as applicable Continuous Improvement Provides a metrics-driven continuous improvement approach, focused on improvements to ITIL service delivery and service support to achieve increasing levels of performance against SLAs Uses automated tools combined with trend data for monitoring and root cause analysis to identify the high-priority areas for improvement and take immediate action
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	CDW•G's standard payment terms are net 30 days from the date the invoice is issued. CDW•G accepts payment through: - Credit Cards* (American Express, Discover, MasterCard, Visa) - Checks - Electronic Data Interchange (EDI) - Electronic Funds Transfer (EFT) - Procurement Cards (P-Card) *With a credit card order, CDW•G requires the credit card information at the time of order. Please note that we do not accept credit cards for term accounts. The mailing address for payments is: CDW Government LLC 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
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56	Describe any leasing or financing options available for use by educational or governmental entities.	CDW•G can facilitate an agreement between Sourcewell Members and a variety of leading financing companies to help ensure leasing terms to fit the unique needs and budget requirements of those Sourcewell Members. Depending on technology needs, Sourcewell Members can secure a leasing program with maximized options and terms. Premier leasing partners include: - Arrow Capital Solutions - Cisco Capital - Dell Financial Services - HPE Financial Services - Lenovo Financial Services - LEAF Commercial Capital, Inc. Preferred leasing partners include: - Acer Finance - Apple Finance - De Lage Landen (DLL) - Microsoft Finance - PNC Bank - US Bank Our account managers and certified technology specialists are prepared to assist with every phase of choosing and leveraging the right financing or leasing solution for the IT environment of Sourcewell Members. This collaborative process between CDW•G and Sourcewell Members includes the following steps: 1. An initial discovery session to understand goals, requirements, and budget 2. An assessment review of the existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future designs, and proofs of concept 4. Procurement, configuration, and deployment of the final solution 5. Ongoing product lifecycle support including proactive notice of lease expiration and asset disposition Financing/leasing is available on a per-deal basis, or in many cases, as a primary billing option, depending on the needs of the Sourcewell Member. If a Sourcewell Member has a preferred leasing company that is not currently a CDW partner, they can be set as vendor if the Sourcewell Member and the leasing company sign the required supplemental agreements from credit. The typical process for leasing equipment is as follows: Account managers work with a Sourcewell Member to submit a credit review to the chosen leasing company and obtain a financing proposal or the account manager has the chosen leasing company call the Sourcewell Member to discuss leasing/finance options and obtain information necessary to complete credit approval. The chosen leasing company reviews credit and makes decision whether to provide a lease. If approved, the leasing company sends the Sourcewell Member leasing documents to complete and return. Upon receipt of required documents and any upfront payments from the Sourcewell Member, the leasing company provides CDW•G with a purchase order for the full amount of the leased equipment. CDW•G fulfills the order and products ship from CDW•G directly to the Sourcewell Member. The leasing company sends an invoice and the Sourcewell Member makes regularly scheduled payments directly to the leasing company.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Upon award, CDW•G will leverage the Sourcewell contract terms and conditions to simplify and streamline the procurement process for Sourcewell Members. Other documents that may be needed include, but are not limited to: - Statement of Work (SOW) for professional/managed services - Customer-specific terms and conditions (if required by the Sourcewell Member)

58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, CDW•G accepts P-cards for payment, and Sourcewell Members can use P-cards for both e-procurement and non-digital orders at no additional cost. Please note, however, that Sourcewell Members who opt for payment terms (for example, Net 30) cannot settle terms by invoice with a P-card. As an added capability and at no additional cost, CDW•G can provide Level 3 information on P-cards for Visa, MasterCard, or American Express. This service provides line-item detail remittance of the transaction on Sourcewell Member cardholders' statements. Level 3 allows the Sourcewell Member agency to track expenses and to ensure the products purchased on its card were in fact legitimate purchases.	*
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Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	CDW•G's pricing response encompasses RFP Category 1, 2 and 3 for all Technology Products, Services and Related Solutions (Technology Offerings). CDW•G's pricing can be found in the pricing attachment titled "CDW US and Canada Pricing Category 1." Please Note: Due to the depth and breadth of our product and services offerings, items aligning with categories 1, 2 and 3 can be found throughout our product and/or services offerings, and individual items can be included in more than one category depending on the context. For all RFP Categories, CDW•G is pleased to offer a discount percentage off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price (CDW•G Advertised Price). These published and maintained prices for technology products and services categories can be found at www.cdwg.com, available 24/7. To ensure continuity and ease of procurement for Sourcewell Members, CDW•G has provided competitive and full catalog pricing encompassing all available OEMs, similar to the current Technology Catalog Solutions #081419-CDW contract (Incumbent Contract). Underpinned by industry-recognized taxonomy, the CDW•G Advertised Price model enables CDW•G to leverage economies of scale, our superior OEM-partner-relationships, and real-time competitive market adjustments. The discounts in our pricing structure are not-to-exceed, and for large rollouts or planned projects, CDW•G will endeavor to provide even deeper discounts, leveraging our close OEM partnerships. CDW•G has a dedicated online purchasing portal which can be found at www.cdwg.com/sourcewell. When logged in, Sourcewell Members can access Sourcewell's contract pricing and other information about the program. For professional services, our pricing structure includes not-to-exceed hourly rates covering all three RFP categories. These rates are subject to 5 percent annual escalation, on the anniversary date of contract effective date. The services can be iterated in either time-and-material or fixed-fee models, in areas including, but not limited to, cloud migration, ServiceNow, cyber and physical security. Certain services for education customers in pricing Attachment titled "CDW US and Canada Pricing Category 1", Tab titled "Amplified Solutions" are based on 3 percent discount off MSRP which can be found at this link: https://www.amplifiedit.com/MSRP. CDW•G delivered managed services pricing varies from monthly unit prices, percentage of Sourcewell Member's actual consumption of the service, and/or custom pricing.

		As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Sourcewell Members will be discount 0 percent off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, and Microsoft Azure. CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its Members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings. Technology Offerings which have specialized requirements not contemplated under this RFP, will be identified in a Statement of Work as mutually agreed and executed document(s) between CDW•G and the Sourcewell Member. The pricing will be based, unless otherwise specified, on CDW•G invoice price. Sales for Canadian Sourcewell Members are provided through CDW Canada with Discounts Off CDW Canada's advertised price and are quoted in local currency (CAD). Categories for CDW Canada catalog are similar, though not identical to CDW•G categories. Please refer to our CDW Canada pricing offer in the required pricing attachment "CDW US and Canada Pricing Category 1" for more information. CDW•G differentiates itself from the competition with the addition of dedicated program management. The team consists of seasoned contracting professionals, dedicated to Sourcewell Members and responsible for compliance, administration and management of the contract, training of sellers and other duties. Led by Jeff Hagen, Manager of Program Management, and Mandi Maricque, Senior Program Manager, the team helps ensure Sourcewell Members receive all program benefits. Sourcewell Members may engage Program Management and request price verifications by emailing their CDW•G order or quote number to Sourcewellcontracts@cdwg.com.	
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in response to Question 59 above, CDW•G's catalog discounts are percentage off CDW•G Advertised Price, ranging from 0 percent to 15 percent, providing a more competitive structure than CDW•G's Incumbent Contract. CDW Canada: 0 percent to 7.75 percent Minimum Discount off CDW Canada's Advertised Price, quoted and invoiced in Canadian dollars.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell Members benefit from discount off CDW•G Advertised price, irrespective of volume. The program provides a competitive ceiling price and we can often leverage our relationships with OEMs to offer deeper discounts for large projects/rollouts and bulk buys, on a case by case basis, in consultation with the Sourcewell Member. Additionally, we have found success with Sourcewell Members where CDW•G has Sourcewell Member specific agreements with large purchase footprint, and/or minimum purchase commitments, under which CDW•G can offer committed deeper discounts and/or additive incentives. In addition, we can hold large inventory in our distribution centers, take advantage of bulk buys and promotions, which maximizes our ability to offer better pricing to Sourcewell Members.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	As mentioned in Question 59, Technology Offerings that have specialized requirements not contemplated under this RFP will be identified in a Statement of Work and/or similar document(s) which are mutually agreed upon and executed between CDW•G and the Sourcewell Member. The pricing will be based on CDW•G invoice price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Services which require travel, lodging, work to be performed outside of normal business hours/holidays, or subject to overtime regulations, may be subject to additional fees, and will be outlined in a Statement of Work or similar document. Any additional fees required due to regulatory mandates, Sourcewell Member-specific background checks, and Sourcewell Member-specific mandated training, will also be mutually agreed upon between CDW•G and Sourcewell Member and incorporated within a Statement of Work or similar document.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Ground freight shipping is the least expensive option for Sourcewell Members and is offered at no charge. This includes no additional charge at the time of order, within the contiguous 48 United States. It also includes insurance coverage at no charge. We also offer Sourcewell Members expedited shipping options; in these cases, the Sourcewell Members pay the price difference between the expedited rate and the lowest-rate shipping option – retaining the benefit of the no-charge offering. If a Sourcewell Member chooses to utilize their own assigned carrier, CDW•G can work with the Sourcewell Member once the carrier number and other details are provided by Sourcewell Member	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell Members placing orders for delivery to Alaska and Hawai'i, freight options currently include Ground, Express, and Priority, though these options may vary depending on specific shipping address. Once an order is entered, all available options are displayed and priced. Carrier options for Alaska and Hawai'i currently include UPS, UPS Freight, CEVA Logistics, and USPS with estimated transit times of Ground three to five days; Express two to three days; and Priority one to two days. Transit times may be impacted by day of shipping, holiday schedules, weather events, and other acts of nature. For Sourcewell Members placing orders for delivery in Canada, standard terms for shipping include F.O.B. Destination, Freight Prepaid, and Freight Added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary, or Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and TD Synnex within Canada to complement our purchasing model. In most instances, Sourcewell Members can expect purchases to be delivered the next day or within an average of three days by standard ground transportation. CDW Canada through distribution partners currently uses UPS, Purolator, FedEx, and other freight carriers for larger shipments.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CDW•G operates a redundant fail-safe hybrid logistics model, with two distribution centers strategically located, which allows us to ship based on availability with a historical accuracy of over 99 percent. We can further leverage staging as well as buy-and-hold options within our facilities or through our vetted partners nationwide, for Sourcewell Members with large rollouts and/or high SLA requirements. CDW•G was selected to be the sole mobile device provider for the 2020 Decennial Census, deploying nearly 500,000 devices over the life of the contract to US Census Bureau Headquarters, more than 250 regional Census Offices, and Decennial Census employee homes, nationwide. When delivering professional services, we once again leverage a hybrid approach inclusive of in-house technical resources and/or vetted, trusted subcontractors, to provide cost-effective solutions based on Sourcewell Member's needs. We can also leverage remotely delivered service engagements, which can help contains costs and offers high availability for time sensitive projects. These remote engagements can be deployed safely, with the assistance of the customer's IT and security teams. Finally, we believe in helping the communities we serve. CDW•G's inclusive philosophy extends to our providing opportunities to collaborate with minority-owned businesses, small businesses, and otherwise disadvantaged businesses. Doing so enables Sourcewell Members access to a talented, diverse resource pool and helps Sourcewell Members achieve their diversity initiatives.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	CDW•G has historically worked closely with Sourcewell Members on planned IT projects, developing technology standards, and forecasting volume purchase opportunities across schools, departments, or agencies. In those circumstances, CDW•G is able to extend additional discounting beyond the standard pricing offer, resulting in material savings to the Sourcewell Member. As a result of the IT project alignment that CDW•G has historically held with Sourcewell Members, CDW•G's net pricing offer is better than other offers with similar volume and terms to other contracting agencies. Upon request, CDW•G shares savings data and incremental discounts with Sourcewell Members, along with the data shared monthly with Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage an agreement of this size and scope with all the necessary detail and follows all contract's pricing rules, timely reporting, and remittance of fees. With respect to CDW•G's compliance strategy, we have bespoke, proprietary systems, which ensure the pricing and freight is compliant per the contract or specific Sourcewell Member pricing agreement. Our compliance approach is a full lifecycle from solicitation to post contract closeout. It starts during the launch process with training all the personnel utilizing the contract, followed by annual training and certifications. In addition, we have internal automated quality checks in place, which track our reporting deadlines and accuracy commitments. We also have previously partnered with Sourcewell in providing training to CDW•G sellers and intend to do so when awarded the new contract. For service engagements, our contract lifecycle management system automatically routes Statements of Work to the Contracts team to ensure the pricing is compliant with hourly rates and commitments, as stated. CDW•G and Sourcewell also have regular cadences where, among other items, any issues are addressed, discussed, and tracked. CDW•G has a dedicated and highly experienced Program Management team, which manages our Sourcewell contracts. Mandi Maricque is the contract manager and is responsible for the Sourcewell portfolio. Mandi is supported by three dedicated contract administrators. In addition, due to the importance of the Sourcewell contract within CDW•G, there is a high level of engagement from senior leaders within the organization. Collectively, the team managing Sourcewell's contracts have 80 years of experience. The team is also responsible for working with Sourcewell Members to ensure proper understanding of the contract's terms and benefits, pricing, and range of offerings. CDW•G has held a Sourcewell contract for the last 20 years as an organization; CDW•G coworkers are well trained on compliance matters related to the Sourcewell contracts. The Program Management team is solely responsible for ensuring Sourcewell Members have access to the agreement. Monthly reviews are done to ensure all participating entities have access to the contract. Sales teams are trained to send any Sourcewell Member add-requests to the SourcewellContracts@cdwg.com inbox. These actions help to drive growth under a robust governance framework. CDW•G has successfully met all reporting requirements and deadlines under the Technology Catalog Solutions #081419-CDW (Incumbent Contract). CDW•G is confident we can continue to meet and/or exceed requirements under this RFP.
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69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	CDW•G currently tracks different metrics for contract performance internally. Given Sourcewell's diverse membership and dynamic spend within technology category, we continuously monitor standard metrics such as Sourcewell Member performance and utilization by geography (state) and segments (State & Local Government, K- 12, Higher Education, Healthcare, Federal Government, Not for Profit, Public Safety). Additional metrics include: - Category penetration - Sourcewell Member agreements and state contract adoptions - New Sourcewell Member growth - OEMs and category penetration - Customer satisfaction survey responses - Professional services and evolving technologies including cloud offerings' growth - Market share under the Sourcewell contract and total available wallet share - Target CDW•G customers who can be aligned with the Sourcewell contract Industry trends by public sector segment and the performance of the CDW•G solutions aligned to those trends. A list of trends by public sector segment is outlined in Table 8, Question 45. We also track regulations and procurement policies of different entities where Sourcewell's contract can be leveraged as a state contract, contract of choice, etc.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As an incumbent with a proven track record of success, we further believe retaining existing fee structures for Sourcewell Members under the Incumbent Contract will help maintain continuity and stability for those Sourcewell Member's needs. CDW•G is proposing a general administrative fee of 1 percent which will continue to support increased adoption and sales over the term of the contract. To best meet Sourcewell Members' needs for select catalog offerings with historically competitive profiles, we propose the following fee adjustments: - Software & Cloud Offerings: 0.25 percent - Chromebooks: 0.00 percent We are confident the proposed fee structure combined with our proven track record of success under the current contract will incentivize Sourcewell Members and provides the right balance for growth under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of “REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES,” Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases.”

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	CDW•G offers a full range of products and services that enable Sourcewell Members to develop the best total solution to meet specific needs while attaining the most value for their organization. CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. CDW•G's Category 1 bid provides pricing for our Technology Products and Services Catalog, as well as Professional and Managed services. Our offerings are extremely comprehensive and include: Products & Partnerships: More than 100,000 products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware Technology Services - e-Procurement integration - Leasing services - Managed services: Gold Level Support for customer devices - Pre-shipment configuration - Professional services: Amplified Solutions, Cyber and Physical Security, Configuration, Data Center Transformation, Digital Velocity Solutions, ServiceNow Total Solutions - Cloud - Collaboration - Data Center and Networking - Managed Print Services - Point of Sale - Security - Software Management - Total Mobility Management
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Below is a list of product and service categories, along with their corresponding subcategories, provided by CDW•G as part of this response: Accessories - Security Locks - Headphones and Speakers - Phone Accessories - Tablet Accessories - Keyboards/Keypads - Notebook Accessories - Cases and Backpacks - Mice and Trackballs - Office Products and Supplies - Small and Consumer Electronics - Robotics Power, Cooling & Racks - Power Supplies/Adapters - UPS/Battery Backup - Batteries - Surge Suppressors - Remote Power Management Desktop Computers - Computer Cases - Apple Desktops - PC Compatible Desktop Computer - Windows Based Terminals - Desktop Memory Upgrades - Thin Clients - PC Compatible Workstations Data Storage/Drives - Storage Enclosures/Mounting Hardware - CD/DVD/Blue Ray Drives - Disk Duplicators - Media - Hard Drives - Desktop NW Attached Storage - Floppy Disk Drives - Flash Memory - Consumer SSD Enterprise Storage - BU/DR Infrastructure - Drive Arrays

Enterprise Hard Drives
 Enterprise SSD
 Interfaces Controllers
 Optical Drives
 Storage Networking
 Rackmount NW Attached Storage
 Tape Backup Drives
 Tape Automation (Lib/Changers)

Point of Sale/Data Capture
 Wireless Communication Devices
 POS Systems
 Connected Devices
 Peripheral and Barcode Scanners
 Thermal Printers

Servers & Server Management
 Server Accessories
 Linux/Unix Based Servers
 KVM Consoles and Switches
 CPUs/Fans
 Network Print Servers
 Application Servers
 Apple Mac OS Servers
 RISC Servers
 Server Memory Upgrades
 x86 Based Servers

Services (CDW Delivered)
 Installations
 Configurations
 HCA/Hlth Purch Grp (HPG) CDW
 OnSite Services
 Central Services – Repairs
 Managed Services
 Mobility Services
 Field Services
 Remote Services
 Software Asset Mgmt Services
 Classroom Training
 Workspace Management Tools

Notebook/Mobile Devices
 Notebook Memory Upgrades
 Mobile Workstation
 Notebook Computers
 Apple Notebooks
 Tablets

NetComm Products
 Network Bridges
 Modular Switches
 Communications Boards
 Network Management Hardware
 Modems
 Network Switches Managed
 Network Test Equip/Analyzer
 Network Optics
 Network Hubs
 NIC Network Interface Adapters
 Network Routers
 Network Device Memory
 Network Switches Unmanaged
 Network Security
 Wireless LAN Networking
 Physical Security

Carts and Furniture
 Furniture
 Medical Carts

Printing & Document Scanning
 3-D Prototype Printers
 Copy Machines
 Document Scanners
 Dot Matrix Printers

FAX Machines
 Single Function
 Printer Accessories
 Multifunction
 Plotters
 Printer Memory Upgrades
 Printer Supplies

Services (Partnered Delivered)
 Partner-Delivered Managed Services
 Cloud Partner Services
 OnSite Services-3rd Party
 Installations 3rd Party
 Managed Print Services
 IT Pro Training – 3rd Party
 Systems Management – 3rd Party
 Warranties – Product Protection

Client Configure-to-Order
 Client Configure-to-Order

Software
 Aggregation Services Software
 Security Software
 Application Suites
 Desktop Applications
 BU/DR Software
 Cloning Software
 CAD/CAM Software
 Cisco One Software
 Database Software
 Digital Signage Software
 Design and Graphics
 Audio/Video Production
 Flow/Org Chart Software
 Cloud Collaboration Software
 Mobile Device Enablement SW
 Integrated Product Suites
 Infrastructure as a Service
 AI Software
 Voice Recognition
 Legal Software
 Mainframe Software
 Unified Communication
 Network Management Software
 Network Connectivity/Emulation
 Data Capture Software
 Operating Systems
 Programming Software
 CRM Software
 Portal Software
 Reference Software
 Business Analytics
 Document Management Software
 Entertainment/Education Soft
 Financial Software
 Communication/Internet Soft
 Storage/SAN Management Software
 Utility Software
 Software Documentation & Media
 Telephony Software
 Technical Support
 Virtualization Software
 Web Software
 Physical Software

Collaboration Hardware
 Voice Hardware – Phones
 Collaboration Hardware – Video Hardware
 Collaboration Hardware – Voice Hardware – Headsets
 Collaboration Hardware – Voice Hardware Infrastructure

Video & Audio
 Automation & Control Systems
 Cameras
 Medical Displays

		Drones and Virtual Reality Interactive Whiteboards Consumer Television Mounts & Stands Professional Audio Media Player Projectors & Document Cameras Commercial Television Digital Signage Displays Graphics Cards Video Production Screen Protection/Filters Computer Displays Interactive Flat Panel Display Cables Miscellaneous Cables Audio/Video Cables Network Cables SCSI/IDE/floppy cables Telephone/Modem Cables Network Cable Accessories Parallel and Serial Cables USB/FanWire Connectivity Books/DVD Movies Books	
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Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	☒ Yes ☐ No	CDW•G's response includes computer hardware, including desktops, laptops, tablets, and related devices.
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	☒ Yes ☐ No	CDW•G's response includes networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology.
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	☒ Yes ☐ No	CDW•G's response includes peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	☒ Yes ☐ No	CDW•G's response includes software related to the purchase of the equipment described in Lines 74-76.
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	☒ Yes ☐ No	CDW•G's response includes configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77.
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	☒ Yes ☐ No	CDW•G's response includes security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
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80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	CDW•G is dedicated to working with our technology partners to promote their environmentally certified products and assist Sourcewell Members in purchasing them to solve outcomes around their ESG goals and priorities. We also provide the ability to track industry-recognized data to allow Sourcewell Members to better understand their environmental footprint. Sourcewell Members can receive from CDW•G, upon request and by mutual agreement, both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we can provide quarterly, calendar year, or fiscal year reporting, depending on Sourcewell Members' needs. We can typically offer a number of customized reporting options as well, including summary by category, to meet specific Sourcewell Member needs.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Included below is an overview of some of our key partner distinctions: Apple (Diamond Elite partner): Apple's Largest Corporate Channel Partner in the U.S. Apple's only reseller with the designation "Premium Corporate Reseller" CDW-dedicated Apple System Engineers 19 Apple-badged employees supporting CDW 13 CDW-badged Apple resources onsite Apple-certified Mobility Solution Architects We are an Authorized Apple Corporate Reseller for Mac, iPad, Unlocked iPhone, Apple Watch, AppleCare, VPP credit, and Apple accessories (including Beats for specific use case). We provide overnight delivery of stocked products, extensive third-party hardware, and software licensing options, as well as the Apple Professional Services portfolio. Please note, Apple policy states that they are to be the sole reseller for their products with K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve Sourcewell Members. Cisco (Gold Certified Partner): We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner, having attained the broadest range of expertise across multiple technologies. CDW has achieved the newest of Cisco's Master Specializations in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. CDW was recognized as the 2022 Americas Partner of the Year by Cisco and as 2022 Cisco Software Partner of the Year. CDW has more than 1,300 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include: 717 Cisco Certified Sales Experts 63 Cisco Certified Internetwork Experts 215 Cisco Certified Network/Design/Voice Professionals 322 Cisco Certified Network/Design Associates In addition, CDW is one of the only resellers in the world actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest code prior to the general release of the product. It also lets CDW shape the products prior to shipping the first release level. Generally, Cisco only invites two partners to each EFT opportunity, and typical EFT participation is three or four EFTs. CDW historically participates in more than 20 EFTs a year across Data Center, Engineering, Collaboration, and Security. In Canada, CDW recently received Cisco Full Stack Observability and Hybrid Cloud Computing Solution Specializations. These partner-led designations recognize CDW Canada's ability to provide sophisticated, value-added Cisco solutions through in-depth sales capabilities, technology skills, and service offerings. Dell (EMC Titanium Black Partner): CDW is Dell's #1 Partner Worldwide, and provides the following resources: Dell-certified technology architects Dell-certified cloud architects and Dell EMC-certified data scientists Dell-certified implementation engineers HP Enterprise (Platinum Business Partner): CDW is an HP Enterprise (HPE) Platinum Partner and was named the North American Solution Provider of the Year 2023 (CDW Canada and CDW U.S.).

HP Inc. (Platinum Business Partner): CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. Recent awards include:

Lenovo (Largest Global Partner): CDW is Lenovo's largest Global Direct Response Channel Partner.

Microsoft (Gold Certified Partner): CDW is a Microsoft Gold Certified Partner and a highly ranked Licensing Solution Provider (LSP) and Enterprise Software Advisor (ESA). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments.

CDW is also an Azure Expert MSP for Microsoft Azure.

CDW Cloud Products: CDW currently partners with more than 150 cloud provider partners working in tandem to provide our customers with best-of-breed SaaS, IaaS, and PaaS solutions. A small sampling of our offerings is provided below.

AWS: CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners. CDW has earned the AWS Migration Competency, an elite-level designation held by fewer than 50 companies in North America. CDW coworkers have earned more than 200 AWS certifications including the new AWS Database and Data Analytics Specialty Certifications. CDW has also earned the AWS Storage Competency, confirming our deep storage acumen and our extensive AWS storage partner portfolio (for example, NetApp, Veeam, Druva, and many others).

Google: CDW's comprehensive next-generation Managed Services for Google Cloud Platform (GCP) includes three of the world's 20 Google Cloud Fellows on staff. CDW has also successfully completed the requirements to participate in the Google Cloud MSP Initiative.

Microsoft Azure: As a Microsoft Azure Expert Managed Service Provider, CDW has a record of delivering results to customers in finance, healthcare, manufacturing, small business, government, and education. We also provide full-stack solutions expertise, integrating hardware, software, cloud and services considerations into every Azure discussion. Customers benefit from holistic technology guidance while eliminating the need to coordinate with multiple IT vendors and service providers to design, procure, implement and manage complete Azure solutions.

CDW employs a dedicated vendor accreditations coordinator who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The vendor accreditations coordinator is part of our Vendor Alliances department, which comprises vendor managers for all major hardware manufacturers. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer, to architect.

Each of the partner vendors has designated an account manager and systems engineer to CDW, who communicates product developments to our vendor managers, as well as the associated technical training courses available. Some vendors also have partner education managers specializing in training and certification guidance for CDW. The vendor managers then work with the vendor accreditations coordinator to identify the staff impacted by the development and make bookings for training and exams.

The vendor accreditations coordinator uses a range of vendor and internal tools to manage technical certifications on an ongoing basis. Vendors' learning management tools give the vendor accreditations coordinator visibility of the following:

- Summaries and detailed breakdowns of CDW's compliance status against its overall vendor certification (Platinum, Gold, etc.) and any technology specialist certifications
- Gap analysis charts for training requirements to be quickly identified
- Information to assist creation of vendor learning plans, which feed into CDW's standard Personal Development Plans
- Records of individuals' certifications, training, exams, and expiry dates of these for tracking by the vendor accreditations coordinator

The vendor accreditations coordinator also uses vendor reports and internal tracking sheets to monitor certifications. These provide gap analysis and qualification road mapping showing individual certification status in various vendor technologies.

82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	CDW•G takes a pre and post sales consultative approach toward software assets that can assist Sourcewell Members through every stage of their lifecycle. It begins with our capabilities of assessing current software environments and assisting in the design and deployment of a software solution within environments. We can integrate and share licensing data with most industry recognized software asset management platforms to support Sourcewell Members' needs. Once deployed, CDW•G can also support maintenance through effective software licensing management and assist with: - Performing health checks - Maintaining the right license position so you are neither over- or under-licensed - Establishing consolidated billing - Providing ongoing software recommendations - Ensuring accurate IT planning and budgeting - Maximizing value derived from licensing agreements - Applying compliance checkpoints - Staying on top of licensing expiration and renewal As part of our contract management roadmap process, our CDW•G software team conducts regular business reviews and contract deep dives to help manage licenses over the course of the contract. Our contract management roadmap also helps keep customers aware of important renewal dates.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	CDW•G has a dedicated purchasing page for Sourcewell, currently providing Sourcewell Members direct access to account information, product offerings, and contract pricing on technology products and services: www.cdwg.com/sourcewell In recent years, CDW has continued to evolve our operations with an eye to improving the customer experience, extending to our online customer portal. Sourcewell Members benefit from the evolution of this portal, Rubi, which provides greater tools and options to plan, buy, and manage the technology solutions they need. From one central portal, now accessible from the Rubi Mobile App for additional flexibility, Sourcewell Members can purchase products quickly and easily, selecting shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: - Add more items to the cart - Adjust quantities - Save the cart for future purchase - Save the cart as a bundle that can be repurchased - Email the cart to a colleague - Create a standard quote - Estimate shipping costs with the Shipping Calculator before checking out - Check out using the standard checkout feature Rubi also gives Sourcewell Members flexibility in terms of how they view technology for purchase. Sourcewell Members can choose to view and purchase from CDW's entire online catalog of products, or efficiently create customized catalogs containing specific products. Sourcewell Members can also configure their homepage within the portal based on their needs to make tasks more easily accessible including managing subscriptions and quotes, streamlining repeat purchases, and approving orders. Sourcewell Members, through the Security Settings feature in Rubi, can grant user access to features including access to products, views of their orders or multiple accounts, and roles as a purchaser or approver. Sourcewell Members can also grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and Security Settings. Rubi provides key insights, which help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. This includes factors such as estimated time of arrival/inventory/supply chain insights to support implementation, order tracking and status, and current CDW Research Hub information around a variety of IT topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Once an order is placed, an Order Status feature in Rubi provides Sourcewell Members complete order status information with time saving links, including the ability to: - View all recent orders (from the past month to as far back as three years) - Search for a specific order by purchase order (PO) number, order number, purchaser, or purchase date - View order and invoice details - Filter orders according to any of the following statuses:

		Cancelled All Items Shipped Some Items shipped Not Yet Shipped Backordered Item(s) Processing orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to excel with all open orders Initiate a product return After purchase, Sourcewell Members can use the Asset Hub of the Rubi portal to manage purchases. Features of the Asset Hub include: An asset overview page that shows a view of hardware and software assets purchased through CDW-G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across your hardware assets based on type, brand, asset age, and more, and can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, and prior orders and can also re-purchase quickly by using the "Buy Again" button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also see a list of software assets and can filter on those assets or click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats. The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers assist in enabling your administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: - Order status - Quote activity - Purchase history - Financial reporting - Purchase approval system CDW-G offers e-procurement integrations to the major providers in the industry, and the capabilities that are available via Rubi are also available via a punch-out catalog.
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Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	☒ Yes ☐ No	With nearly 20 years of experience delivering leading information security solutions, we help organizations reduce the complexities involved in making technology decisions in a fast-paced industry. CDW takes a comprehensive approach to security and risk management. We offer world-class technology solutions, expert implementation and advisory services, comprehensive managed services, and proven methodologies backed by customized testing. We help to advance customer security programs and optimize overall IT risk management strategy so customers can protect data, intellectual property, and reputation. CDW cybersecurity solutions and services fall into six buckets: infrastructure, intelligence and analytics, identity and access management, data and application, threat and vulnerability management, and program strategy and operations. Infrastructure. Strengthen the first line of defense against sophisticated threats. Our solutions and services help customers gain extensive visibility into network traffic based on applications, users, and content; remove malicious traffic while maintaining the delivery of legitimate business flows; and securely manage IoT devices. Intelligence and Analytics. Arm staff with the tactical, operational, and strategic insights needed to understand how an organization is being targeted and invest wisely in the right set of countermeasures. Our comprehensive professional and managed services and continuous monitoring solutions help customers streamline security operations with automation. We help customers respond to, remediate, anticipate, and prevent threats to business. Identity and Access Management (IAM). Securely connect users to distributed services and deliver accountability and transparency of access to the business. Our IAM solutions and services promote capabilities spanning internal and cloud-based services, enhancing user experience while ensuring only the right people have access to the right assets, at the right time, and for the right reasons. Data and Application. Protect information assets against mistakes that lead to data leaks and intentional misuse by insiders, as well as external attacks on information infrastructure. We help you protect data no matter where it is stored, used, or transmitted through the development of a data-centric security program. Threat and Vulnerability Management. Evaluate the overall state of security with an objective view of an organization's policies, controls, and processes. We facilitate the development of an effective threat and vulnerability management program, building upon existing security practices to help you continuously find, prioritize, and remediate vulnerabilities. Our expert professional services and world-class solutions help to determine whether data has been compromised and help create new approaches to limiting dwell time and remediating intrusions. Program Strategy and Outcome. Manage an organization's digital risk and compliance profile. We offer a full range of solutions and services to help evaluate programs against established cybersecurity frameworks, keep up with evolving data protection and privacy regulations, augment staff, set policy, and develop and execute a cohesive strategy for extending security throughout the supply chain.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control,	☒ Yes ☐ No	CDW Physical Security Services solutions fall under four categories: video surveillance, access control, environmental sensors, and professional services.

	video management, and managed physical security services;	Video Surveillance. Video surveillance has long been a key component of physical security. The advent of inexpensive, network-enabled cameras has made it easier for organizations to increase their video surveillance footprint. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes — something went wrong, and video footage enabled security teams to later determine what happened. Now, IP-enabled video cameras enhanced with analytics and artificial intelligence (AI) can automatically detect and alert on incidents in real-time and be used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video with services that include: Envisioning Workshops, Site Survey and Systems Design, Camera Deployment, Video Management System (VMS) Implementation, Software and Analytics Integration, Managed Services, and Day 2 Support Services Access Control. Modern access control systems — characterized as increasingly digital and IP-connected — allow customers to secure the points of entry to their facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. With new options to manage physical security either on premises or from the cloud, these systems can be closely integrated with video surveillance for improved situational awareness and forensics search. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises with services including: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Environmental Sensors. The proliferation of Internet of Things (IoT) devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D, etc.). Whether customers need to monitor facilities for airborne chemicals or detect water leaks, rising temperatures, or audio signatures — it is easy to integrate relatively inexpensive IP-enabled sensors into a building's existing physical security system. This greatly improves situational awareness and streamlines incident monitoring and notification processes. CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of your operations with services that include: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Professional Services. As organizations face limited time, budgets, and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Ad Hoc Support Services help meet the demands of organizations in unique ways. We provide skilled staff to augment IT teams with expertise in a wide range of technologies, offering an objective view of IT that helps ensure the right solution to the problems — not just the one that is convenient — through ad hoc support services that include: Small Installation Projects, Scheduled Maintenance, and Unscheduled and/or Break/Fix
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			Engineering and Consulting Services
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	☒ Yes ☐ No	Looking at CDW cloud by the numbers, Sourcewell Members working with us benefit from: 2 of 50 global Google Cloud Fellows 250+ cloud engineers 5,000+ industry certifications 100+ industry awards 1,200+ cloud partners The cloud offers convenience, flexibility, and agility. The complexities of cloud can lead to increased cost, decreased visibility, and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's cloud team empowers Sourcewell Members to adopt cloud-native best practices that help cut costs and innovate faster. CDW helps customers achieve cloud goals following a four-step process of assess, design, orchestrate, and manage. 1. Assess. Dedicated Sourcewell Member account teams engage cloud engineers assess current IT environments, identify and prioritize goals, and explore possible vendor solutions to fit business needs. 2. Design. We customize a strategy that ensures cloud solutions continually evolve with the business. We also provide risk management methods to secure data, ensure business continuity, and put disaster recovery plans in place. 3. Orchestrate. We follow detailed implementation procedures for proper cloud migrations, including physical server migration, virtual server migration, database migration, physical-to-virtual server migration, server consolidation and enterprise applications. 4. Manage. We help reduce IT burdens on in-house teams and ensure business continuity by managing cloud solutions on high-performing data center ecosystems. We also enable accessible and on-demand provisioning and de-provisioning, reporting, and billing for cloud usage.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	☒ Yes ☐ No	Organizations have long turned to CDW to implement the best networking solutions, and the value of partnering with our team extends well beyond simplified procurement and savings. The CDW Networking Practice assists customers at every stage of the journey through assessments and roadmap guidance, as well as vendor-focused workshops and jump-start services for the following areas: - Enterprise and data center networking - Software-defined WAN (SD-WAN) - Wireless networking and Wi-Fi 6 - Network access control (NAC), segmentation and secure campus solutions With more than 120,000 customer networking solutions completed in a 12-month period, CDW networking solution architects combine with almost 500 solution architects to support our sellers and their customers to: Design. Our team of technology experts works with customers to plan an end-to-end solution that fits often unique needs and optimizes business impact. Orchestrate. Comprehensive services help our customers build and deploy customized infrastructure that follows networking best practices. Manage. Through a tiered support structure, our team can monitor and manage network complexities to ensure operational efficiency and security.

88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	☒ Yes ☐ No	We provide Sourcewell Members the strategy, architecture, and migration paths required for everything from complex database/data warehouse designs, data exploration and visualization, and data governance, to advanced analytics and machine learning — whether starting with introductory concepts or building and deploying production models. CDW•G works with Sourcewell Members to define and implement an effective data strategy, modernizing data platforms, and implementing DataOps best practices for scalability and agility. We help customers create new data pipelines that can be leveraged for organizational insights, analytics, and visualization. Our experts prove Artificial Intelligence/Machine Learning (AI/ML) business value through minimum viable model (MVM) creation and implement online-ML pipelines for production deployments. Our data architects and ML experts provide rapid, innovative outcomes across data operations; data warehouse modernization; data pipelines; visualization and insights; AI/ML; big data; and contact center AI.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	☒ Yes ☐ No	CDW's Security Practice has the depth and breadth to support Sourcewell Members on their entire cybersecurity journey. Security focus areas include: Program Strategy and Operations, which offers strategy workshops and program initiation; technology bakeoffs and proofs of concept; zero trust assessments; and internal audit and IT audit services. Cyber Resilience and Compliance, which includes privacy compliance (GDPR, CCPA); privacy maturity assessments; framework maturity assessments; full-scope PCI DSS services; HIPAA security, privacy, and risk; third-party risk management; and Cybersecurity Maturity Model Certification (CMMC) assessments. Identity and Access Management (IAM), which includes rapid assessments and strategy; IAM implementation; user rights and access reviews; solution selection and bakeoff; SIEM deployment and configuration; managed IAM support; and white-glove managed identity. Cloud and Application Security, which includes secure access service edge; cloud native controls; cloud security posture management; cloud workload protection; cloud native application protection platforms; cloud identity and entitlement management; and cloud security architecture. Secure Infrastructure offerings, which include security architecture and design; physical security; next-generation firewall; endpoint protection; email and web security; intrusion detection and prevention; IoT device assessment and strategy; and managed firewall. Skills and Training, which includes cyber workforce development; offensive and defensive security courses; cloud security courses; programming and development security operations courses; data science and analytics; and solution training. Threat and Vulnerability offerings, which include penetration testing; blue/red team exercise; web app testing; threat/vulnerability platforms; endpoint detection and response; incident response; and managed scanning.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
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90	Describe how you help organizations with their zero-trust programs, if applicable.	CDW Security Services provide independent evaluations of your security posture and help you fortify your weaknesses. CDW's certified experts design comprehensive strategies and solutions for protection and response to all types of threats, both internal, external, virtual, and physical. CDW•G, through Sourcewell's IT Managed Services and Staff Augmentation Solutions 071321•CDW contract, provides Sourcewell Members access to CDW•G's breadth and depth of security services and solutions. Cybersecurity: Driven in part by guidance from both the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute for Standards and Technology (NIST), nearly 75 percent of security leaders are piloting, actively researching, or implementing zero-trust technology (IDG 2021 Security Priorities Study). CDW helps customers design and execute on multi-year zero-trust buildouts, leveraging existing technology while creating roadmaps to the next generation of solutions. From strategy to deployment and management, CDW offers customers a single-vendor solution to achieving zero-trust goals. CDW helps customers mature their cybersecurity program across five key domains – identity, device, application workload, and data – with full stack product and service capabilities. We serve as a strategic partner with technical, strategic, and executive advisors available to customers to help develop and fulfill roadmaps to align with leading security industry frameworks like those from CISA and NIST. CDW's Security Practice has the depth and breadth to support the entire cybersecurity journey, making security an enabler, not an obstacle. With a full range of assessment, design, orchestration, and managed services, CDW helps customers mature and scale a security program that drives to objectives without slowing innovation. Physical Security: As a comprehensive physical security integrator, CDW•G's Physical Security Solutions practice provides products, designing customized solutions and orchestrating the setup and integration of these solutions tailored to your organization's specific needs. Crafted with public sector customers in mind, this business-to-business offering ensures organizations receive the highest quality security solutions and services while benefiting from CDW•G's extensive expertise in the field. CDW•G helps you mature and scale a physical security program that protects your people, property, and premises. Whether you need the latest VMS or analytics tool, expert advice on system integration, or a strategic partner, CDW•G has the best solution for your business. Increasingly, the responsibility for upgrading, deploying, and managing physical security and video surveillance is being handed over to IT. CDW helps deploy, integrate, and manage physical security systems that improve safety and security – and find opportunities to enhance business operations through advanced analytics. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes. Now, IP-enabled video cameras enhanced with analytics and AI automatically detect and alert on incidents in real time and are used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure points of entry to facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises. The proliferation of IoT devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D). CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of operations.
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91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	Cybersecurity solutions are delivered following CDW's proven methodology of Listen, Advise, Design, Orchestrate, and Manage and include Health Checks, Workshops, Deployments, and As-Is Migrations. These solutions support our customers' needs to assess, build, migrate and/or consolidate next-gen firewalls, network access controls, cloud security, and all content security solutions. Our strategies and solutions follow the same goals of the NIST Cybersecurity Framework, which provides guidance for reducing cybersecurity risks by helping organizations to understand, assess, prioritize, and communicate about those risks and the actions that will reduce them. With thoughtful acquisitions of Focal Point and Sirius, CDW is now the largest security integrator in North America and has been recognized with more than 150 vendor partnerships and more than 15 Partner of the Year Awards. A quick overview of our security practice reveals: - Program Strategy and Operations 85+ risk, governance, and strategy experts - Cyber Resilience and Compliance 35+ cyber security and advisory consultants - Identity and Access Management 110+ advisors, engineers, and architects - Cloud and Application Security 10+ cloud security specialists - Secure Infrastructure 60+ physical, network, and IR engineers and architects - Skills and Training 20+ workforce specialists - Threat and Innovation 65+ cyber defense experts
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	CDW's security teams blend training and certifications from industry organizations, vendors, and CDW proprietary methodologies. Sample certifications include: Industry - CISSP – Certified Information Systems Security Professional - CISA – Certified Information Systems Auditor - CIPP – Certified Information Privacy Professional - PCI QSA – PCI Qualified Security Assessor - CEH – Certified Ethical Hacker - PMP – Project Management Professional - CSM – Certified Scrum Master Vendor - Cisco CCNPs and CCIEs - Splunk Certified Consultants and Enterprise Architects - AWS Cloud Security Architects - Microsoft Certified Systems Engineers - Palo Alto Certified Network Security Professionals - SailPoint Certified Engineers and Architects - Okta Certified Professionals, Administrators, and Architects - CyberArk Certified Delivery Engineers CDW sponsors, supports, or aligns methodologies with the training and resources of the following standard-setting bodies: - CSA – Cloud Security Alliance - CISA – Cybersecurity and Infrastructure Security Agency - iapp – International Association of Privacy Professionals - IDSA – Identity Defined Security Alliance - IIA – The Institute of Internal Auditors - ISACA – Information Systems Audit and Control Association (ISC)2 – International System Security Certification Consortium - NACD – National Association of Corporate Directors - NIST – National Institute of Security Standards - PCISSC – PCI Security Standards Council

93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	At CDW, we understand the complexities of cloud can lead to increased cost, decreased visibility and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's Hybrid Cloud and Multicloud team empowers organizations to adopt cloud-native best practices. Whether hybrid or multi, private or public, we help Sourcewell Members define and reach their cloud vision and goals. Our flexible approach and extensive cloud solution options falls in line with the NIST definition of cloud computing, which calls for "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." CDW's Hybrid Cloud and Multicloud practice provides multiple engagement models and delivery mechanisms, allowing Sourcewell Members to select the solution(s) that best suit their needs and digital priorities including: Discovery: Identifies and documents your existing cloud and cloud-native infrastructure and software delivery lifecycle processes. Assessment: Provides evaluations and remediation recommendations based on environment discovery, to meet and exceed cloud-native industry best practices for agile and secure workloads. Design: Provides environment designs specific to your business requirements, and a prescriptive path for getting there. Adoption: Provides education and implementation of the hands-on tools, platforms and processes needed for successfully adopting cloud-native patterns on public cloud or private infrastructure. Strategy: Analyze your application business requirements and provide concrete recommendations for the improvements needed in process, culture, tools and/or people. Proof of Concept: Assist in testing new cloud-native platforms, products and processes, and vet their compatibility in your cloud environments. Implementation: Once vetted, our engineers will implement the designed solution. Custom Development: Additional, non-standard requirements or requests can be proposed, tested, and implemented. Support and Consistency: Ongoing review, support, and managed consistency services to proactively deliver guidance and management recommendations specific to your cloud environment.
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	CDW's Hybrid Cloud and Multicloud team empowers Sourcewell Members to adopt cloud-native best practices. Whether hybrid or multi-, public or private, CDW helps customers define and reach their cloud vision.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	☒ Yes ☐ No	Sourcewell Members working with CDW•G have access to all of their IT asset purchases through Rubi and the Rubi by CDW mobile app – CDW's trusted digital advisor for customers. Rubi's Asset Hub displays technology assets in an easy-to-understand manner and helps reduce the time and effort to uncover emerging and urgent technology needs such as: - Visibility to all hardware and software purchased at CDW reducing the time and effort of manually tracking or waiting for a report from CDW. - Software expiration dates are based on the invoice date and the duration of the license or subscription. Other factors such as activation date may also play into the expiration. - Quick-glance summaries to identify technology that need immediate attention including software renewals, hardware age, and a consolidated snapshot of the entire product portfolio. - Proactive renewal notifications before technology, licenses, or subscriptions expire. - Filters to easily pinpoint asset groups or products by category, brand, age, and even estimated renewal dates. - Quick search for individual assets by serial number and CDW-applied asset tags. CDW•G also offers a variety of IT Asset Management (ITAM) solutions including: Project-Based Engagement: These engagements provide visibility into your license position for a specific publisher or set of publishers. Assessing real data, rather than relying on estimates, shows your decision-makers where the organization stands and builds a business case for implementing ITAM. Maturity Assessment: Maturity assessments are designed to review your IT Asset Management policies, procedures, and tools, and provide you with a detailed outline of potential areas of risk for your business. Ongoing ITAM Solutions: If you want to ensure consistent visibility into your IT assets, CDW can work with you to provide long-term guidance and customized ITAM support services to drive improvement throughout your ITAM journey. Technology Solutions: Our partnerships with industry-leading vendors – Including Certero, Flexera, ServiceNow, Snow, and Zyl0 – enable us to match Sourcewell Members with the technology solution that best fits their ITAM goals and environment. These solutions in turn deliver accurate inventory data using standardized platforms to empower better decision-making.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	☒ Yes ☐ No	Datacenter migrations and shutdowns are not a one-size-fits-all solution, as each customer and data center project have unique business requirements and processes. These business objectives drive the assessment, planning, and execution phases of CDW's Data Center Migration Services, helping to ensure effectiveness and minimize impact to business operations. Our Data Center team leverages experience and expertise to provide an overall solution designed to move or decommission workloads efficiently. Offered as part of CDW Lifecycle Refresh Services, specific datacenter decommissioning services address planning and valuation, data shredding and wiping, de-racking, de-cabling, and de-powering and include: - Removal and safe disposal of retired assets - Field technicians for proper de-install - Packing and palletization assistance - Secure transport and chain of custody - Audit of assets with detailed reporting - Certified Data Erasure/Destruction services (NIST 800-88 Standard) - Electronics recycling

97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	☒ Yes ☐ No	How We Work with our ITAD Partners CDW ITAD Services help customers manage end-of-product-lifecycles and safely, securely, and cost-effectively dispose of old equipment. ITAD includes device wiping, removal, evaluation, and recycling. Proper ITAD involves completely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. ITAD helps shield customers from the inherent financial, legal, and environmental risks associated with IT equipment retirement and disposal. Working with their segment-specific, dedicated account teams, customers simply submit a request, and we initiate and oversee equipment removal, audit, test, and wipe for all devices. On completion, customers receive a complete, detailed report that includes a buyback rebate on your CDW•G account for any devices of value. CDW ITAD Services accepts servers, networking equipment, storage devices, laptops, desktops, displays, printers, Chromebooks, smartphones, and tablets. A Full Lifecycle Refresh Solution CDW Lifecycle Refresh Services eliminate the risk in disposing of old IT equipment. Our ITAD Services include: - Removal and safe disposal of retired assets - Field technicians for proper de-install - Packing and palletization assistance - Secure transport and chain of custody - Audit of assets with detailed reporting - Certified Data Erasure/Destruction services (NIST 800-88 Standard) - Electronics recycling
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Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	International Organization for Standardization (ISO) certified since 2001, CDW has a mature, well-defined Quality Management Systems that include continued compliance to the following relevant ISO Standards: ISO 9001 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. In addition, our delivery partners also hold NAID AAA, e-Stewards, and i-SIGMA certifications.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	As part of compliance with government and industry requirements, CDW•G adheres to various standards which includes NIST Special Publication 800-88 (NIST SP 800-88), Guidelines for Media Sanitization.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - CDW_Financial Strength and Stability.pdf - Sunday December 17, 2023 10:38:44
- [Marketing Plan/Samples](#) - CDW_Marketing Plan Samples.pdf - Sunday December 17, 2023 10:40:58
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - CDW_Requested Exceptions.pdf - Monday December 18, 2023 11:19:14
- [Upload Additional Document](#) - CDW_Upload Additional Documents.pdf - Monday December 18, 2023 10:41:10
- [Pricing - Category 1](#) - CDW US and Canada Pricing Category 1.xlsx - Sunday December 17, 2023 10:43:49
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Hutchins, VP, Strategic Programs, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☒	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☒	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☒	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☒	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☒	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☒	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☒	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☒	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☒	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☒	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☒	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☒	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☒	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☒	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☒	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☒	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☒	1

Summary Sheet

Agenda Item: 23.

Meeting Date: September 12,
2024

Subject: Memorandum of Agreement Urban Area Security Initiative FY 2023 (Chris Swinson)

Requested Action: Request to approve and authorize the City of Coral Springs to enter into the 2023 Urban Area Security Initiative (UASI) Memorandum of agreement with the City of Miami, sponsoring agency of the Miami Urban Area, a \$14,012,500 Grant in which \$320,000 has been allocated to the City of Coral Springs. The projects submitted to UASI will involve purchasing equipment for our Real Time Crime Center - Edge Recorders with licenses, Fire Department Multi-Discipline Training Prop (Technical Rescue Teams) and Emergency Operations Center upgrades; and to authorize the City Manager or his designee to execute the agreements. The term of the agreement is through March 30, 2025.

Funding Source: Not Applicable.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE, AUTHORIZE)

Funding Source: Not Applicable

Term Or Effective Date: One year of signing

Placement: Policy Formation and Direction

Attachments: [FY23 UASI Memorandum of Agreement - Coral Springs](#)

Background / Description: The United States Department of Homeland Security (DHS), through the Office of Grants and Training (OG&T), is providing financial assistance to the Miami Urban Area through the FY 2023 Urban Area Security Initiative (UASI) Grant Program in the amount \$14,012,500 dollars. The OG&T requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the FY 2020 UASI Grant Program and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies.

The Miami Urban Area has been defined as Miami and Ft. Lauderdale collectively and anticipates sub-granting a portion of the UASI funds in accordance with the grant requirement. These funds are to be expended and reimbursed pursuant to the terms of this Agreement. This sum is allocated for the purchasing of equipment for our Real Time Crime Center and CCTV improvements at the City Hall Polling Location and is in addition to the sum allocated to each jurisdiction comprising the Miami Urban Area for projects benefiting each respective jurisdiction. These funds are allocated for the listed projects; however, funds may be reallocated based on the prioritization of security initiatives identified in the course of this UASI budget cycle.

Presenting: Chris Swinson

MEMORANDUM OF AGREEMENT
URBAN AREA SECURITY INITIATIVE FY 2023
“City of Coral Springs”

Agreement Number: R0924

FAIN Number: EMW-2023-SS-00058-S01

CFDA #: 97.067

This Agreement is entered into this ____ day of _____, 2024, by and between the City of Miami, a municipal corporation of the State of Florida, (the “Sponsoring Agency”) and City of Coral Springs, (the “Participating Agency”).

RECITALS

WHEREAS, the U.S. Department of Homeland Security (USDHS) is providing financial assistance to the Miami urban area in the amount **\$13,802,313.00** dollars through the Urban Area Security Initiative (UASI) Grant Program 2023; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program 2023; and

WHEREAS, as the USDHS requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program 2023 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the 2023 Urban Area has been defined Miami and Ft. Lauderdale collectively and anticipates sub-granting a portion of the UASI funds in accordance with the grant requirements; and

WHEREAS, the City Commission, by Resolution No. R-24-0071 adopted on February 22, 2024, has authorized the City Manager to enter into this Agreement with each participating agency on behalf of the City of Miami; and

WHEREAS, the Sponsoring Agency wishes to work with the participating agencies through the Urban Area Working Group process to enhance Miami and its surrounding jurisdictions ability to respond to a terrorist threat or act.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follow:

I. PURPOSE

- A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agencies for activities under the UASI Grant Program 2023 which was made available by the U.S. Department of Homeland Security and the State of Florida Division of Emergency Management (FDEM).
- B. This Agreement serves as the Scope of Work between the Participating Agency and the Sponsoring Agency.

II. SCOPE

- A. The provisions of this Agreement apply to UASI Grant Program 2023 activities to be performed at the request of the federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.
- B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

III. DEFINITIONS

- A. Critical Infrastructure: Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.
- B. Core County: The County within which the core city is geographically located. The core city is the City of Miami.
- C. UASI Grant Program 2023: The UASI Grant Program 2023 reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism and continues to address the unique equipment, training, planning, organization and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the respective State Administrative Agency. Funding for the UASI Grant Program 2023 was appropriated by U.S. Congress and is authorized by Public Law 108–11, the Emergency Wartime Supplemental Appropriations Act, 2003. The funding will aid in building an enhanced and sustainable capacity to plan, prevent, protect, mitigate, respond to, and recover from threats or acts of terrorism for the selected urban areas.
- D. National Incident Management System (NIMS): This system will provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To

provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command and training.

- E. Urban Area Working Group (UAWG): The State Adminstrating Agency Point of Contact (SAA POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by the grant.
- F. Urban Area: An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Coordinating with named counties and cities, with the respective State Administrative Agency, and with the FDEM and USDHS.
- C. Conducting a comprehensive Urban Area Assessment, which will in turn guide the development of an Urban Area Stakeholder Preparedness Review.
- D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- E. Developing a comprehensive Urban Area Stakeholder Preparedness Review and submit to the SAA POC.
- F. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".
- G. Ensuring satisfactory progress toward the goals or objectives stipulated in "Exhibit #1".
- H. Following grant agreement requirements and/or special conditions as stipulated in "Exhibit #1".

- I. Submitting required reports.

V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the main liaison and partner with the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Participating Agencies and any sub-grantees must abide by the grant requirements including budget authorizations, required accounting and reporting expenditures, proper use of funds, and tracking of assets as stipulated in “Exhibit #1”.
- C. Submitting quarterly reports to the City of Miami detailing the progress of projects to include direct purchases of equipment or services as stipulated in “Exhibit #1”.
- D. Complying with all UASI Grant Program 2023 requirements as stipulated in “Exhibit #1”.
- E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miami in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Stakeholder Preparedness Review.
- F. Ensuring the participation of the following critical players in the assessment and Stakeholder Preparedness Review development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- G. Assisting the sponsoring agency in development of a comprehensive Urban Area assessment and Stakeholder Preparedness Review.
- H. Complying with the requirements or statutory objectives of federal law as stipulated in “Exhibit #1”.
- I. Ensuring satisfactory progress toward the goals or objectives as stipulated in “Exhibit #1”.
- J. Submitting required reports as prescribed by the Sponsoring Agency as stipulated in “Exhibit #1”.
- K. Maintaining an equipment inventory of UASI purchased items.
- L. Ensure that equipment obtained from the UASI Grant Program 2023, as identified in “Exhibit #2”, is readily available for use by personnel trained to use such equipment for actual emergencies, special

events or exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS, FDEM, and the Sponsoring Agency. If the Participating Agency is incapable of staffing the equipment, such equipment shall be made available to another Participating Agency for use during any actual emergencies, special events or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the Participating Agency.

- M. All equipment obtained from the UASI Grant Program 2023, as identified in “Exhibit 2”, is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

- A. That funding acquired and identified for the Urban Area Security Initiative will be administered solely by the Sponsoring Agency.
- B. The Participating Agencies will provide financial and performance reports to the sponsoring agency in a timely fashion. The Sponsoring Agency will prepare consolidated reports for submission to the State of Florida as stipulated in “Exhibit 1”.
- C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.
- D. The Sponsoring Agency and Participating Agency are subdivisions as defined in Section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a municipality, state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.
- E. This is a reimbursement grant that requires the Participating Agencies to purchase, receive, and pay invoices in full for equipment, services, and allowable personnel costs PRIOR to submitting the same for reimbursement to the Sponsoring Agency.

VII. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$750,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and 2 CFR 200.

- B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of UASI Grant Program 2023 assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.
- C. Financial Status Reports are due within 14 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs as stipulated in "Exhibit 1".
- D. Submit progress reports to describe progress to date in implementing the grant and its impact on homeland security in the state.
- E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties as identified in "Exhibit 2".

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.
- C. This Agreement may be terminated by either party on thirty (30) days written notice to the other party at the address furnished by the parties to one another to receive notices under this agreement or if no address is specified, to the address of the parties' signatory executing this contract.
- D. This Agreement shall be considered the full and complete agreement between the undersigned parties and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.

- E. This Agreement will end on **March 30, 2025**, unless otherwise extended, by a written amendment duly approved and executed prior to March 30, 2025, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency's ability to conform to procedures, training and equipment standards as prescribed by the grant.

IX. MISCELLANEOUS OVERALL

Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

SPONSORING AGENCY

THE CITY OF MIAMI, a municipal
Corporation of the State of Florida

ATTEST:

BY: _____

Todd B. Hannon
City Clerk

BY: _____

Arthur Noriega
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

BY: _____

Victoria Méndez
City Attorney

BY: _____

Ann-Marie Sharpe, Director
Department of Risk Management

PARTICIPATING AGENCY

“(sub-recipient)”

ATTEST:

Name:

Title:

BY: _____

NAME: _____

TITLE: _____

FID #: _____

DUNS: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Andrew B. Dunkiel

Participating Agency Attorney

UASI_2023_MOA_-_CS (002)

Final Audit Report

2024-09-06

Created:	2024-09-06
By:	Cynthia Brown (cbrown@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsf8AOZg1wsa0q1MT2WfgcjMeT4zGHU

"UASI_2023_MOA_-_CS (002)" History

-  Document created by Cynthia Brown (cbrown@coralsprings.gov)
2024-09-06 - 6:34:48 PM GMT- IP address: 24.233.167.201
-  Document emailed to Andrew Dunkiel (adunkiel@coralsprings.gov) for signature
2024-09-06 - 6:35:23 PM GMT
-  Email viewed by Andrew Dunkiel (adunkiel@coralsprings.gov)
2024-09-06 - 6:47:30 PM GMT- IP address: 99.33.196.57
-  Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2024-09-06 - 6:48:16 PM GMT - Time Source: server- IP address: 99.33.196.57
-  Agreement completed.
2024-09-06 - 6:48:16 PM GMT

Summary Sheet

Agenda Item: 24.

Meeting Date: September 12, 2024

Subject: Property and Casualty Insurance (John Hearn)

Requested Action: Request to award the contract for Property and Casualty Insurance with **Florida Municipal Insurance Trust (Florida League of Cities, Inc.)** as an exempt service beginning October 1, 2024 through September 30, 2025. The annual premium for fiscal year 2024-2025 is \$4,474,845 with allowance for a 5% margin increase if necessary.

Funding Source: Approved Operating Budget.

Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD)

Funding Source: Approved Operating Budget

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)

[#1 - Quotation from Florida Municipal Insurance Trust Renewal for fiscal year 2024-2025](#)

Background / Description:

The Florida League of Cities, Inc. (League), administrator of the Florida Municipal Insurance Trust (FMIT), is the state association for cities, towns, and villages in Florida. The League established its first insurance program in 1977 to provide workers' compensation coverage and services to governmental entities. Early success of that program led to the establishment of Trusts for the liability, property, and health lines of coverage.

In 1987, the League opened its Public Risk Services office to administer the programs in-house. Subsequently, the insurance programs were consolidated under the name "Florida Municipal Insurance Trust". The FMIT, governed by elected officials, is a non-assessable, nonprofit, tax-exempt, risk-sharing pool. It provides insurance services for approximately 600 public entities in Florida, of which over 250 are municipalities. The League administers every facet of the FMIT's operations, from claims handling to rate development, and offers claims-paying ability for its membership.

Over the past eight years, the City has obtained the following coverages from FMIT:

- Real & Personal Property
- Premises & Operations Liability
- Vehicle Liability
- Workers' Compensation
- Storage Tank Liability
- Pollution Liability
- Statutory Accidental Death & Dismemberment
- Travel Accident

- Drone Liability
- Liquor Liability

Under the City's Procurement Code, Section 2-305.1(4)(I), the City may procure contractual services not subject to the competitive procurement requirement from "other governmental agencies or not-for-profit organizations".

The advantages of continuing these coverages from FMIT are as follows:

- FMIT's Asset Tracking software has allowed the City to list and prioritize assets prior to a loss. This allows for effective pre-planning and expedited emergency response along with reduced recovery time and cost.
- Wind-Driven rain property coverage. Following a hurricane, many insurance carriers and risk pools deny claims due to Wind-Drive Property losses. These are covered by FMIT.
- Property Damage Mitigation Coverage - The FMIT provides immediate stabilization services (such as water extraction and remediation services) through its disaster recovery partnership. The goal of this coverage is to make buildings operational and return the City to business-as-usual as quickly and efficiently as possible.
- The staff adjusters and Turnkey Recovery Program both operate in the same real-time software platform to expedite the ability to communicate and resolve claims. City staff also have access to the same information in real-time. In addition, FMIT provides a Public Assistance Closeout Team that assists with closing and reconciling claims with FEMA.

PROPERTY INSURANCE MARKET

In recent years, Florida homeowners have been heavily affected by changes in Florida's property insurance market and commercial carriers now face similar challenges. The cost of labor and construction materials have also risen sharply, and Florida has experienced devastating hurricanes including Hurricane Ian which may landfall on the west coast of Florida in September 2022.

As a result of Hurricane Ian, it became evident that many FMIT members had outdated asset surveys which did not accurately reflect the cost to rebuild damaged assets. An asset survey was conducted for the City in the summer of FY23, increasing the total insured value (TIV) of City assets by 35%. The FY24 property premium was estimated at \$1,862,732 without factoring in the 35% increase in TIV.

Instead of FMIT applying the 35% additional premium during FY24, it waived the increase but reset the baseline for year-end FY24 at \$2,514,688 (\$1,862,732 plus the 35% TIV increase). Although the percentage increase for FY25 is 36.3% over FY24, it is a 1% increase over the adjusted baseline of \$2,514,688, bringing the total FY25 property premium to \$2,538,667.

-

In an environment characterized by high inflation, low insurance capacity, and the rising risk of catastrophic events, it is critical that the City choose an insurance provider that has the financial strength to pay claims in times of disaster, as well as the proven ability to provide disaster response and recovery support.

An overview of the premium proposal from FMIT for fiscal year 2024-2025 is as follows:

General Liability

- 2023-2024 Actual Premium: \$905,581
- 2024-2025 Premium Proposal: \$930,951 – increase of \$25,370
- Limit \$3,000,000 with a deductible of \$25,000

Auto Liability

- 2023-2024 Actual Premium: \$253,037
- 2024-2025 Premium Proposal: \$281,657 – increase of \$28,620
- Limit of \$3,000,000 with a deductible of \$25,000

Auto Physical Damage

- 2023-2024 Actual Premium: \$164,816
- 2024-2025 Premium Proposal: \$187,162 – increase of \$22,346
- Limit of \$3,000,000 with a deductible stop loss of \$25,000

Property

- 2023-2024 Actual Premium: \$1,862,732
- 2024-2025 Premium Proposal: \$2,538,667 – increase of \$675,935*
- Named storm deductible is 10% of damaged asset's value
- Deductible of \$100,000 for all other perils

*Refer to Property Insurance Market explanation on page 2 of this document

Workers' Compensation

- 2023-2024 Actual Premium: \$483,425
- 2024-2025 Premium Proposal: \$536,408 – increase of \$52,983
- Self-Insured Retention of \$300,000 per claim

Overall

- 2023-2024 Actual Premium: \$3,669,591
- 2024-2025 Premium Proposal: \$4,474,845
- Difference of \$805,254 or 21.9% increase over prior year.

-

Insurance premiums may fluctuate throughout the year resulting from unknowns such as the experience modification factor, the annual payroll audit, and additions to the property or auto schedules. The City requests up to a 5% margin to cover these premium increases.

For coverage next year, staff will continue to obtain a premium quotation from FMIT, review any corresponding offers of premium return from the previous year (if offered), and determine if a recommendation of coverage renewal will be made to the Commission.

-

The City Attorney's Office and the Purchasing Division staff recommend the award of the contract for Property and Casualty Insurance as an exempt service provided by the nonprofit Florida League of Cities Florida Municipal Insurance Trust (Florida League of Cities, Inc.) from October 1, 2024, through September 30, 2025, per the City's Procurement Code, Section 2-305.1(4)(I). The anticipated annual expenditure is \$4,474,845.

Presenting: John Hearn

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: September 12, 2024
Department: Financial Services
Initiated By: Miguel Machuca
DOC ID: 2361

SUBJECT: Property & Casualty Insurance (John Hearn)

PLACEMENT: Policy

REQUESTED ACTION: Request to award the contract for Property & Casualty Insurance with **Florida Municipal Insurance Trust (Florida League of Cities, Inc.)** as an exempt service beginning October 1, 2024, through September 30, 2025. The annual premium for fiscal year 2024-2025 is \$4,474,845 with allowance for a 5% margin increase if necessary.
(INCLUDE CONTRACT START/TERM DATES) Funding Source: Approved Operating Budget
Strategic Goal: An Innovative, high-performing, and sustainable organization
(REQUEST TO AWARD)

ATTACHMENTS: #1 – Quotation from Florida Municipal Insurance Trust Renewal for fiscal year 2024-2025.

BACKGROUND / DESCRIPTION:

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City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: September 12, 2024

Subject: Property and Casualty Insurance

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**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: September 12, 2024**

Subject: Property and Casualty Insurance

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RENEWAL QUOTE FOR 2024-2025

City of Coral Springs

FMIT 0667

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
General/Professional Liability	\$25,000	\$3,000,000	\$930,951
Deductible Stoploss Amount	\$2,268,792		
Automobile Liability	\$25,000	\$3,000,000	\$281,657
Deductible Stoploss Amount	\$336,608		
Automobile Physical Damage	Per Schedule		\$187,162
Property	\$100,000	\$150,000,000	\$2,538,667
Workers' Compensation	\$0	Total Payroll	
Experience Modification 0.93 10/1/23		\$100,473,635	\$536,408
TOTAL NET PREMIUM			\$4,474,844

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

*Please see next page for options if applicable.